SDMS US EPA REGION V -1

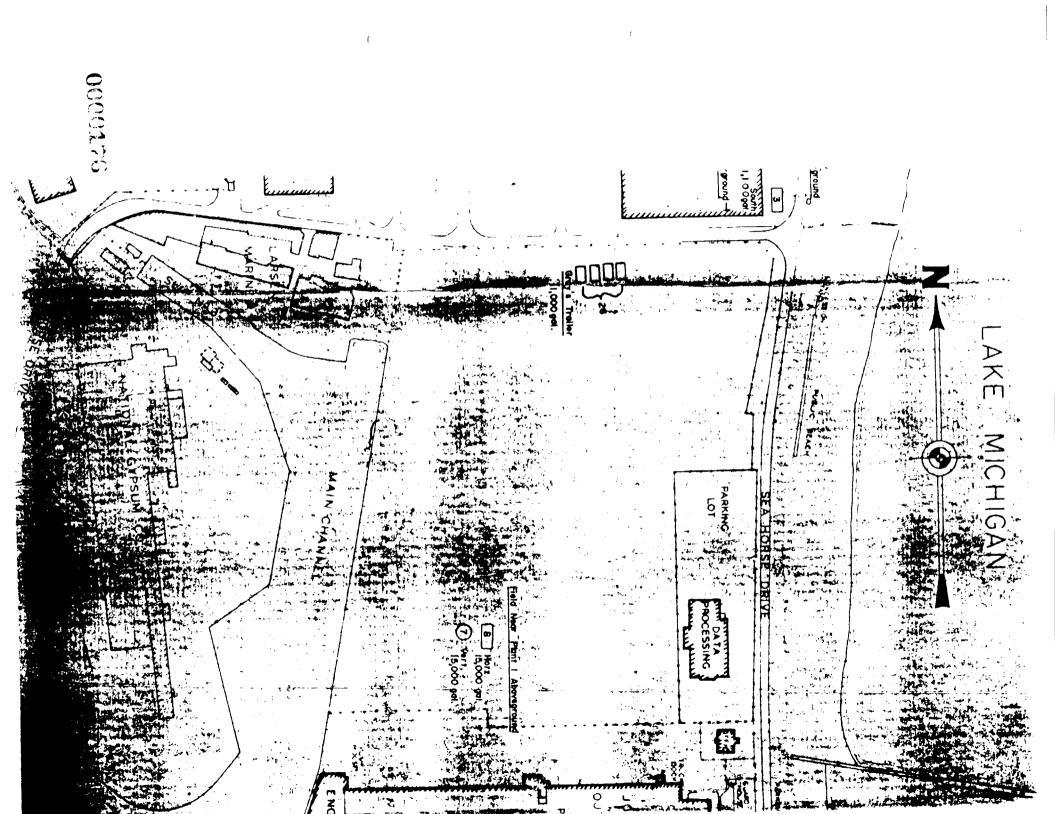
SOME IMAGES WITHIN THIS DOCUMENT MAY BE ILLEGIBLE DUE TO BAD SOURCE DOCUMENTS.

JULY 1 , 1979

F. Kenik

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S S			, Cia.	(0-1)
		•	Capacity	,
7.:Ta	nk N	o. Location	Max.	Current '
		<u>Pydaul</u>		
-		East Side of Die Cast Underground		
	1	North Tank	3,000 ga l.	21 80 gol
•	2	Middle Tank	3,000 gal.	Ogal.
\$3.1 -	3	South Tank	3,000gal.	1,100 gal.
et i i	_			•
•		North Chin Dock Underground		
		North Chip Dock Underground		
75. 2	4	East Tank	6,000 gal.	6,000 gal.
<u>.</u>	5	West Tank	6,000 gal.	6,000 gal
•				
. `	6	Plant 3 Underground Tank	20,000ga!.	20,000 gai. `
				•
		In Field Near Plant Aboveground		
	7	Vert. Tank	15,000gal	15,000 gail.
-	8	Horz. Tank	15,000gal.	15,000 9 al.
•	•		,	
		East Side of Die Cast Aboveground		
<u>1</u> -				_ •
.	9	East Tank	20,000gal.	17,000 gal
	10	West Tank	20,000gal	17,000gai.
7,77				• •
:*	11	Calumet Tank Truck		
		-1	1,925 gal.	1,925 ga i.
		-2	1,300 gal.	I, 300gal.
		- 3	550 gal.	. 550gal.
		-4	1,000 gai.	1,00 Ogal.
•	,	-5	2,275gal.	Ogal.
		-3	2,210 yu i. •	Ogu.
.;j., t ., g., g.,				4 1 L.
2 d 1 d 1 d 1 d 1	12	Red Took Truck	.5,000041.7	Ogal,
			1	
Y		Rallroad Tankers		
8				
	14	GATX -77157	8,000gal.	O gai
	15	GATX - 7790	8,000 gal.	O gal.
			, ,	•
•	1.	·		
	1: 1			
<i>.</i> :	1-11		19 315	18,315 gal.
34, 4	17	Drums	18,315 gal	
	19	Vert Aboveground Tank	10,0 00ga l	1 0,0 00gal
	11 1	(Non-Recipitable Only)		
		Die Cast Parking Area Aboveground		
f. f.	11.7		14000==1	14.0001
	20	Vest Aboveground Tunk	14,000gal.	14,000gal 3,000gal
	21	Vert Above round Tank Vert Above round Tank	14,000ga1. ™tb000gal.	11,000 gal
* **	23	Vert Aboveground Tank	13,000 out	
* *	24	Vert Aboveground Table	11,000 gat	5,000gal
1,	25	Vert Aboveground Tank	11,000 gal.	Ogal
	11 14			•
* **	be	Gray's Trailer (Drums)	11,000gal.	11,0000 \$31.
	1771			ELGIN
	27	Tin Shed Drum Rocks	2,200gal.	2,200gal.
12	1	Maria 1915年,1916年12日 1888年 1888年 1917年 1917年 1918年 19	252 555 00	178,510 gal.
	E	Total Tall District Control of the C		TOWN TO THE
T. 17 12	社	JOHNSON DUTBOARDS	A STATE	SECTION .
	<i>ļ.</i> 7		COR	· A A A A A A A A A A A A A A A A A A A
The Fred		THE RESERVE THE PROPERTY OF THE PARTY OF THE	DING S	14.6
马马沙麦	7.			
<u> </u>	: 7'			1

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~Uohnson outboaros

office memo

DATE April 3, 1980

TO: R. Jensen

SUBJECT: UNION NOTIFICATION

- 1) The installation of a 15 ft, x 28 ft, concrete foundation and dike for additional storage tanks at the tank farm north of Plant #2,
- 2) The installation of a 42 ft, x 36 ft. concrete foundation and dike for the two (2) 15,000 gallon storage tanks on the east end of Die Cast.
- 3) To relocate and install two (2) 15,000 gallon storage tanks from the coke plant to the tank farm. Includes the installation of a access catwalk.

Note: OMC Johnson personnel will relocate the 30,000 gallons of fluid currently stored in the tanks to be relocated.

a. F. damen

A. F. Hanson

de1

cc R. Atkin
B. Gutowski

0000177

Johnson outboards

office memo

DATE	August 23, 1978	South the same		
TO:	A. Hanson		cc:	R. Atkin
SUBJECT:	ANALYSIS OF STORAGE TANKS FOR	R P.C.B.'S		C. Cross A. Halweg L. Marubio G. Ramig C. Trebeck

Following are the analyses of storage tanks in which some 100,000 gallons of Pydraul 50-E are stored:

DESIGNATION	ANALYSIS (P.P.M.)
Tank #4	330
Tank #5	330
Tank #6	700
Tank #7	300
Tank #8	180
Tank #10	250
Tank #14	210
Also, results of smelter f	urnace analyses:
Furnace #1	28
Furnace #2	15
Furnace #3 .	25
Furnace #4	60
This pressor	

1854 : 4.3 Prom. 5186 : 3.7 prom. 4028 : 34 prom.

W.J. Luplow Senior Chemist

(BULK PYDRAUL STORAGE - 1979

TANK NO.	TANK LOCATION & DESCRIPTION	CAPACITY GALS.	FEB 1	MAR 5	APR 2	MAY 1	JUNF 1	ЛЛУ 1	AUG 1	SEPT 1	<u>ост 1</u>	NOV 1	DEC 1	JAN 1
	East End Die Cast- (Ur	nderground)												
1 2 3	* North Tank * Middle Tank * South Tank	3,000 3,000 3,000	300 0 800	1,150 0 800	5,700 0 1,450	100 0 300	1,450 0 100	2,180 0 1,100	4,790 0 1,100	1,100 0 100	2,580 0 133	2,180 0 2,180	1,450 0 100	
	North Chip Dock- (Unde	erground)												
4 5	East Tank West Tank	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	6,000 6,000	
6	Plant #3- (Underground	<u>a)</u> 20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
	Coke Plant-(Above gro	ound)												
7 8	Vertical Tank Horizontal Tank	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	15,000 15,000	
	East End Die Cast-(Al	bove ground)	-											
9 10	Fast Tank West Tank	20,000 20,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	17,000 17,000	
11	Calumet Tank Truck	7,050	4,775	4,775	4,775	4,775	4,775	4,775	4,775	4,775	4,775	4,775	4,775	
12	Red Tank Truck	5,000	0	3,000	0	0	3,000	0	0	0	0	0	0	
14 15	RR Tank Cars GATX - 77157 GATX - 7790	8,000 8,000	0	0	0	0	0 0	0	0	0	0	0 0	0 0	

^{*}Collection Tanks

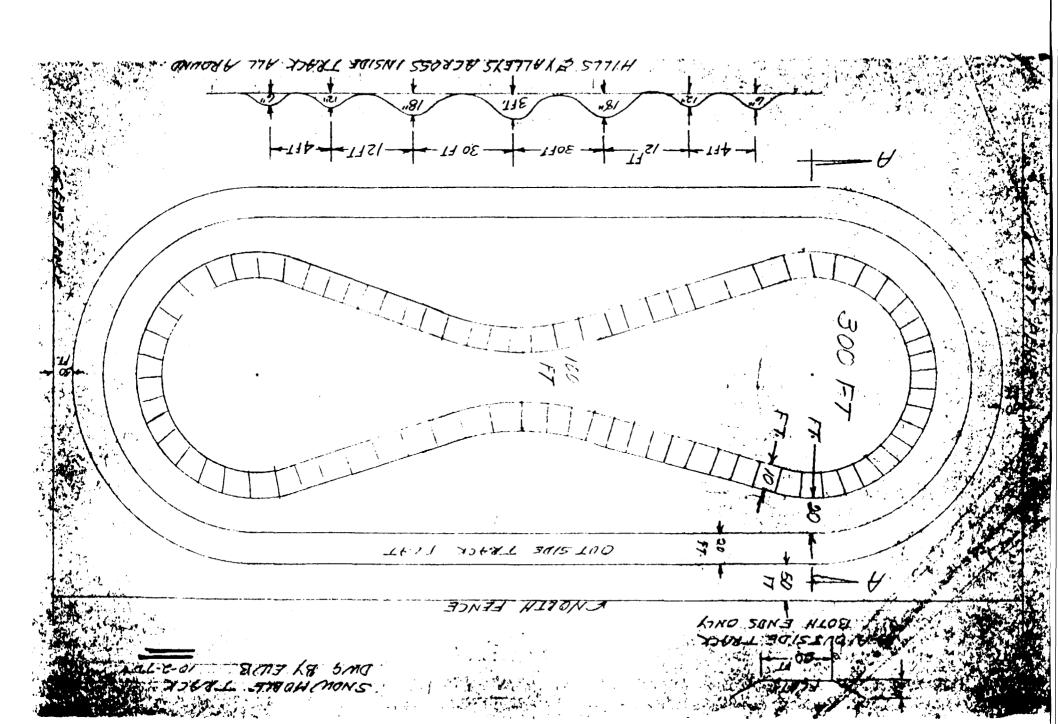
TANK NO.	TANK LOCATION & DESCRIPTION	CAPACITY GALS.	FEB 1	MAR 5	APR 2	MAY 1	JUNE 1	JULY 1	AUG 1	SEPT 1	<u>OCT 1</u>	NOV 1	DEC 1	<u>J</u> /'
	Tank Farm- (Above ground	nd)												
20	Vertical Tank	14,000	14,000	14,000	14,000	10,000	10,000	14,000	14,000	14,000	14,000	14,000	12,800	
21	Vertical Tank	14,000	0	0	0	11,000	11,000	3,000	3,000	3,000	3,000	3,000	11,300	
22	Vertical Tank	11,000	2,000	2,000	5,000	7,000	7,000	11,000	11,000	11,000	11,000	11,000	10,000	
23	Vertical Tank	13,000	0	0	0	0	0	0	0	0	0	0	0	
24	Vertical Tank	11,000	0	0	0	0	0	5,000	5,000	11,000	11,000	11,000	10,000	
25	Vertical Tank	11,000	0	0	0	0	0	0	0	0	0	C	0	
19	Ingot Dock- (Above ground)	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
	TOTAL GALLONS	213,050	127,875	131,725	136,925	139,175	143,325	147,055	149,665	150,975	152,488	154,135	156,425	
	Gal. Increase	• •		3,850	5,200	2,250	4,150	3,730	2,610	3,920	1,513	1,647	2,290	

0000180

TANKS LOCATED ABOVEGROUND ON SW CORNER OF FORMER COKE PLANT PROPERTY

Tank No.	Capacity Gals	Content
1.12	20,000	Prem. Unleaded Gasoline & 50:1 Oil
1.13	20,000	Reg. Unleaded Gasoline & 50:1 Oil
1.14	1,000	Reg. Unleaded Gasoline & 50:1 Oil
1.15	300	50:1 Oil
1.16	500	Kerosene
1.17	500	Kerosene
1.18	8,000	50:1 Oil
1.21	5,000	Reg. Unleaded Gasoline
1.22	300	50:1 Oil

0000181



0000155

GARDNER, CARTON & DOUGLAS

To: $7F-31$ Date: $9/13$	From: Lus - 31
Per Your Request	As Per Our Discussion
☐ For Your Information	☐ Please Note
☐ For Your Comments	☐ Please File
For Your Signature	☐ Please Return
For Your Approval	Please Prepare Reply for
Please Call and Discuss With Me	My Signature
Please Take Charge of This	Please Answer Sending Mea Copy of Your Letter
Please let me ton	ous el you
need areflung et	se. I

nonk 1498 PAGE 205

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SPECIAL WARRANTY DEED

a corporation existing under and by virtue of the laws of the State of Illinois, Grantor herein, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, has conveyed and by these presents does convey and quit claim unto OUTBOARD MARINE CORPORATION, a corporation existing under and by virtue of the laws of the State of Delaware, Grantee herein, and to its successors and assigns forever, the following described real estate situated in Sections Fifteen (15) and Twenty-Two (22), Township Forty-Five (45) North, Range Twelve (12), East of the Third Principal Meridian in Lake County, Illinois, to wit:

PARCEL 1: All that part of fractional Section 15, Township 45 North, Range 12, East of the Third Principal Meridian, City of Waukegan, Lake County, Illinois, described as follows: Beginning at the south east corner of the south west quarter (SW 1/4) of the south west quarter (SW 1/4) of the south west quarter (SW 1/4) of said fractional Section 15; thence north 0 degrees 35 minutes east along the east line of said quarter quarter Section 199.12 feet to "a point" in the northerly line of the Elgin, Joliet and Eastern Railway Company property; thence north-westerly at an angle of 49 degrees 48 minutes 40 seconds left to the last described course and along the northerly line of said Elgin, Joliet and Eastern Railway Company property 496.68 feet to a point of curvature; thence continuing

northwesterly along a curved line convex southwesterly, having a radius of 331.72 feet, being also the northerly line of said Elgin, Joliet and Eastern Railway Company property, 169.28 feet to a point in a straight line drawn 100.0 feet easterly from the center line of the main lead track of said Elgin, Joliet and Eastern Railway Company; thence northeasterly along said straight line 22.0 feet to a point 3.0 feet north of the center line of the Gillette Avenue storm sewer in said City of Waukegan; thence south 89 degrees 44 minutes east parallel with and 3.0 feet north of the center line of said storm sewer and said center line extended easterly 2,240 feet, more or less, to an intersection with the shore line of Lake Michigan as it exists on the date of this instrument; thence southerly along the shore line to an intersection with the south line of fractional Section 15 aforesaid and thence west along said south line to the corner of beginning.

PARCEL 2: All that part of fractional Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, City of Waukegan, Lake County, Illinois, described as follows: Beginning at a point in the north line of said fractional Section 22 which is 1,331.55 feet east of the north west corner thereof; thence south at 90 degrees 0 minutes to said north line 559.43 feet to the northerly line of a 20.0 foot-strip of land previously conveyed to Outboard Marine and Manufacturing Company by deed recorded January 2, 1948, in the Recorder's Office of Lake County, Illinois, in Book 863 of Deeds on page 417; thence southeasterly along the northerly line of said 20.0 foot-strip of land 291.85 feet to the north east corner thereof; thence south along the east line of said 20.0 foot-strip of land 20.23 feet to the north west corner of a parcel of land previously dedicated to the City of Waukegan for a road; thence southeasterly along the northerly line of said parcel so dedicated, 91.6 feet to an angle point in said northerly line; thence east along the north line of said parcel previously dedicated for a road 983.32 feet, more or less, to an intersection with the shore line of Lake Michigan, as it exists on the date of this instrument; thence northerly along the shore line to an intersection with the north line of fractional Section 22 aforesaid and thence west along said north line to the point of beginning.

PICCK 1498 PAGE 207

EXCEPTING FROM SAID PARCELS 1 AND 2: A strip of land 50.0 feet in width lying in the south east quarter (SE 1/4) of the south west quarter (SW 1/4) of fractional Section 15 aforesaid and in the north east quarter (NE 1/4) of the north west quarter (NW 1/4) of fractional Section 22 aforesaid, described as follows: Commencing at the south east corner of the south west quarter (SW 1/4) of the south west quarter (SW 1/4) of said fractional Section 15; thence north along the east line thereof 133.67 feet to the point of beginning; thence continuing north along said east line 65.45 feet to a point; thence southeasterly along a line forming an angle of 49 degrees 48 minutes 40 seconds to the last described course 291.73 feet to a point; thence continuing southeasterly along a curved line convex southwesterly having a radius of 478.38 feet, 340.93 feet to a point; thence easterly, tangent to the last described course 271.0 feet to a point; thence continuing easterly along a curved line convex northeasterly, having a radius of 496.59 feet, 682.74 feet to a point 168.0 feet north of the north line of the property conveyed to William A. Bachr March 14, 1927, measured at right angles thereto; thence westerly parallel with and 168.0 feet northerly of the north line of said Baehr property 51.09 feet to a point; thence northwesterly along a curved line convex northeasterly, having a radius of 446.59 feet, 604.0 feet to a point; thence westerly tangent to last described course 271.0 feet to a point; thence continuing westerly along a curved line convex southwesterly, having a radius of 528.38 feet, 376.56 feet to a point and thence northwesterly tangent to last described course 249.49 feet to the point of beginning, and excepting also a parcel of land in fractional Section 22 aforesaid, described as follows: a strip of land 50.0 feet in width, 38.0 feet on the easterly side and 12.0 feet on the westerly side of the line hereinafter described: beginning at a point in the north line of the lands previously dedicated to the City of Waukegan for roadway purposes, said point being north 90 degrees a distance of 40.0 feet from a point 114.48 feet west of the north east corner of the tract conveyed to William A. Baehr on March 14, 1927, thence northerly along a curved line convex easterly and having a radius of 458.59 feet, a distance of 128.0 feet, more or less, to a point in the line drawn 168.3 feet north of and parallel with the north line of the Bachr tract aforesaid.

THIS INDENTURE, made this 8th day of November, A.D.

1971, between GENERAL MOTORS CORPORATION, a Corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and OUTBOARD MARINE CORPORATION, a Delaware Corporation, of the City of Waukegan, in the County of Lake and State of Illinois, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said Corporation has, and by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to its successors and assigns, FOREVER, all the following described lot, piece or parcel of land situate in the County of Lake and State of Illinois, known and described as follows, to wit:

A tract of land in the Northwest 1/4 of Section 22, Township 45, Range 12, described as Tollows, to wit:

Commencing at the Southwest corner of said Northwest 1/4 in Waukegan Township, Lake County, Illinois; Thence Northeasterly,

making a Northeast angle of 89 degrees 29 minutes with the East and West 1/4 line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West 1/4 of said Section 22; Thence East with and along the North line of said City Street, parallel with the East and West center line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along the Northwesterly line of Harbor Street, and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel with and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle at 60 degrees 01 minute 15 seconds with last described course extended East 417.44 feet to the point of beginning which is 543.06 feet North (measured at right angles) of the East and West center line of Section 22, aforesaid, which, for the purpose of reference in this description is hereinafter referred to as an East and West line having a bearing of North 90 degrees East or North 90 degrees West; Continuing thence North 29 degrees 58 minutes 45 seconds East along the last described line extended Northeasterly, a distance of 16.03 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East a distance of 1099.69 feet, more or less, to a point which is 330.51 feet South 10 degrees 31 minutes 36 seconds West from the Northwest corner of a tract of land conveyed by William H. Baehr on March 14, 1927, as Document 295716; Thence North 90 degrees East, 110.10 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East. a distance of 300.0 feet to point; Thence North 90 degrees West, a distance of 110.10 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East, a distance of 30.51 feet to the Northwest corner of the tract described in Document 295716, being a point

on a line drawn parallel with the East and West center line of Section 22 and 1420.0 feet North of the place of beginning (measured along a line drawn at right angles to the East and West center line through said place of beginning); Thence North 90 degrees East, along the last described line hereinafter referred to as Course "A", a distance of 1159.36 feet to a point hereinafter referred to as "Point A"; Thence South 08 degrees 47 minutes West along a course hereinafter referred to as Course "B", a distance of 563.59 feet to a point; Thence South 03 degrees 54 minutes 15 seconds West, a distance of 683.25 feet to a point; Thence South 01 degree 05 minutes East, a distance of 181.52 feet, more or less, to a point on a line drawn parallel with the East and West center line of Section 22 and 543.06 feet North therefrom measured at right angles thereto; Thence North 90 degrees West, along the last described line, a distance of 141.16 feet, more or less to a point described as 543.06 feet North and 2357.08 feet East of the Southwest corner of the Northwest Quarter of Section 22, aforesaid; Thence North O degrees 00 minutes East, 100.0 feet to a point; Thence North 90 degrees 00 minutes West, 586.87 feet to a point; Thence North O degrees 00 minutes East, 50.0 feet to a point; Thence North 90 degrees 00 minutes West, a distance of 428.81 feet, more or less, to the West face of the existing steel sea wall; Thence Southwesterly, along the said West face of the existing steel sea wall, a distance of 152.75 feet, more or less, to a point described as 543.06 feet North and 1312.54 feet East of the Southwest corner of Northwest Quarter of Section 22, aforesaid; Thence North 90 degrees 00 minutes West, 113.87 feet, more or less to the place of beginning. Excepting from the above described tract, a triangular shaped tract described as commencing at the Northeast corner of said tract at "Point A"; Thence South 08 degrees 47 minutes West, along "Course B", 80.0 feet to a point; Thence Northwesterly, a distance of 104.14

feet to a point on "Course A" which 80.0 feet North 90 degrees West from "Point A"; Thence North 90 degrees East, along "Course A", a distance of 80.0 feet to the place of beginning. All situated in the City of Waukegan, Lake County, Illinois and containing 35.601 acres.

TOGETHER WITH any and all rights obtained by Grantor by virtue of the following documents:

- 1. Assignment dated May 28, 1948 and recorded June 3, 1948 as Document 644438, made by Waukegan Coke Corporation, a Delaware Corporation, to General Motors Corporation, a Delaware Corporation, of all interest in the Easement recorded as Document 621388 granted for the purpose of maintaining existing gas transmission lines over premises in question.
- 2. Assignment dated May 28, 1948 and recorded June 3, 1948 as Document 644439, made by Waukegan Coke Corporation, a Delaware Corporation, to General Motors Corporation, a Delaware Corporation, of all interest in the Easement recorded as Document 643457, granted for the purpose of a sanitary sewer line over premises in question.
- 3. Rights of General Motors Corporation, a Delaware Corporation, its successors and assigns to an Easement for the purpose of maintaining an existing gas transmission line over the following described premises: A strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North,

Range 12, East of the 3rd P.M., and running North 18.4 feet to a point; Thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence Northeasterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, as disclosed by instrument recorded as Document 645042.

4. Easements for use, operation and construction of dock facilities; railroad switching rights, construction, operation and maintenance of sanitary sewer; construction, operation and maintenance of water intake line, all as reserved by Seller in Deed between Seller and Purchaser dated September 1, 1970, as recorded November 19, 1970, as Document No. 1481496 in the office of the Lake County Register of Deeds.

SUBJECT TO:

- 1. Zoning ordinance of the City of Waukegan.
- 2. Perpetual Easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of premises in question (in which 50 feet is contained, the approximately 25 feet on which the "Present" roadway is situated), subject to the right of grantor to change such location on conditions therein set forth as granted by Grant made by North Shore Coke and Chemical Company, a Corporation of Delaware, to The City of Waukegan, a Municipal Corporation, dated July 31, 1935 and recorded August 2, 1935 as Document 415382.

- 3. Rights of the public, the municipality and adjoining owners in and to that part of premises in question, if any, falling in roads, streets and highways.
- 4. Switch tracks, switch spurs and railroad rights of way.
- 5. Slips and waterways.
- 6. Rights of the public, the State of Illinois and of the United States Government in and to so much of premises in question as are covered by the waters of Lake Michigan.
- 7. Rights of the public and of the State of Illinois in and to so much of said premises as may have been formed by other than natural accretions.
- 8. Rights of the United States Government, State of Illinois, City of Waukegan, the Public and of the adjoining owners to have maintained in its present location the harbor and any piers contiguous thereto.
- 9. Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said Railroad Company, as reserved in the Warranty Deed from said Railroad Company to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927 in Book 262 of Deeds, Page 610, as Document 295717.

- 13. Rights reserved by the Elgin, Joliet and Eastern Railroad Company, a Corporation, to lay down, maintain and operate railroad tracks and switch tracks on land 25 feet in width running substantially parallel to the shore line of Lake Michigan as it would exist at the time of such lying down and with the Westerly line of a strip 125 feet West of the shore line of said Lake.
- 14. Perpetual Easement over a strip of land 10 feet wide, lying 5 feet on each side of following described center line: Commencing at a point which is 2485 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North, Range 12, East of the 3rd P.M.; Running thence Northeasterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; Thence Northeasterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; Thence Northeasterly to a point 1420 feet North and 137.4 feet East of the place of beginning for the purpose of maintaining gas transmission lines, as granted by Waukegan Coke Corporation, a Delaware Corporation, to North Shore Gas Company, a Corporation of Illinois, by instrument dated June 28, 1947 and recorded July 14, 1947 as Document 621388.
- 15. Perpetual Easement 14 feet in width lying 7 feet on each side of the following described line: Commencing at a point in the North property line of property owned by the grantor in the Northwest Quarter of Section 22, Township 35 North, Range 12 East of the 3rd P.M. 166.6 feet East of the Northwest corner of said property; Thence South 1 degree and 4 minutes East 446 feet;

Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the Southwest corner thereof, for the purpose of laying, constructing, etc., a sanitary sewer line to connect with the sewerage system of North Shore Sanitary District, as granted by Waukegan Coke Corporation, a Delaware Corporation, to Outboard Marine and Manufacturing Company, a Delaware Corporation, by instrument dated May 14, 1948 and recorded May 21, 1948 as Document 643457.

Rights of North Shore Gas Company, an Illinois Corporation, its successors and assigns to an Easement for the purpose of maintaining an existing gas transmission line over the following described premises: A strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North, Range 12, East of the 3rd P.M., and running North 18.4 feet to a point; Thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence Northwesterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat attached thereto, as granted by instrument recorded as Document 645042.

17. General property taxes for year 1971 and subsequent years.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said GENERAL MOTORS CORPORATION, party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused

its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this 10th day of December , A.D. 1971.

EXECUTION RECOMMENDED
AIRWENDT REALTY DIVISION
IN CALLY DIVISION

In the Presence of:

GENERAL MOTORS CORPORATION

Mancy R. MEITZ J

R. W. DECKER

Vice President

ssistant Secretary

CARMEN & PANICCIA

K. C. MAC DONALD

STATE OF MICHIGAN)

COUNTY OF WAYNE)

I, Carmen F. Paniccia Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

R. W. DECKER personally known to me to be a Vice President of the GENERAL MOTORS CORPORATION, a Delaware Corporation, and

K. C. MAC DONALD personally known to me to be an Assistant

Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary

they signed and delivered the said instrument as Vice President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of December , A.D. 1971.

CARMEN F. PANICCIA

Notary Public, Wayne County, Michigan

My Commission Expires: September 17, 1973

THIS INSTRUMENT PREPARED BY: William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202

comp

EASEMENT

THIS INDENTURE WITNESSETH, THAT

WHEREAS, the City of Waukegan, a Municipal Corporation, hereinafter called the Municipality, and located in the County of Lake and State of Illinois, is about to construct an 8 inch sediment force main across a portion of property owned by Outboard Marine Corporation, a Delaware Corporation, and

WHEREAS, it is necessary for said Municipality to obtain a permanent easement and a temporary construction easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate said force main upon, under or through the premises hereinafter described, and

WHEREAS, the Grantor is the owner in fee simple of the premises through which said force main is to be constructed, and is willing to grant a permanent easement and temporary construction easement upon, under and through said real estate for the purpose herein specified;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by the Grantor hereto, and of the mutual covenants, conditions and agreement herein contained, the Grantor,

OUTBOARD MARINE CORPORATION

does hereby give, grant and convey to the City of Waukegan, an Illinois Municipal Corporation, and its assignees, a permanent easement and temporary construction easement, as hereinafter described, to construct, reconstruct, inspect. repair, maintain and operate said force main upon, under and through the premises owned by the undersigned Grantor, as legally described as follows, to-wit:

30 feet wide temporary construction and perpetual maintenance easement for 8" sediment force main in conjunction with construction of facilities for waste backwash water reclamation by the City of Waukegan, Illinois on Outboard Marine Corporation property recorded by Warranty Deed in Book 1498 of Deeds on Page 205 in the Recorder's Office, Waukegan, Lake County, Illinois, to-wit:

Those parts of fractional Sections 15 and 22, Township 45 North Range 12 East of the Third Principal Meridian, being a strip of land, 30 feet in width, the center line of which being a straight line drawn in a Northeasterly direction from a point on the North line of a tract of land conveyed to William A. Baehr on March 14, 1927, which point is 1191.66 feet East of the Northwest Corner of said Baehr tract and which straight line intercedes the North line of said Baehr tract by an angle of 77° - 02' (as measured from East to Northeast); said 30 feet wide strip of land being bounded on the South by the most southerly line of parcel 2 as described in special warranty deed to Outboard Marine Corporation recorded in deed book 1498 on page 206 and on the North by the North line of parcel I as described in the same special warranty deed in deed book 1498 on page 205 and 206, all in Lake County, Illinois.

In consideration of the grant of the easement herein contained, the Municipality and its assignees hereby agree with the Grantor herein, as follows:

1. That for the period when said force main is being constructed the Municipality will use only so much of the premises owned by said Grantor as is reasonably necessary for the purpose of constructing said force main, consistent with sound and economical engineering and construction practices and custom, for the moving, installation and use of machinery and equipment and excavation and laying of said force main and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition, the said Municipality will use only so much of the Grantor s land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantor shall retain all right to the use and occupation of said

e want the detailed drawings + appr. the detailed drawings - letter of intent & CF2.

Letter of intent & CE2.

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real estate, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.

- 2. That said force main shall be constructed of such material as the Consulting Municipal Engineer of said Municipality may deem advisable.
- 3. The said materials, machinery and equipment used in the construction of said force main shall be transported to the site of the work only along the line where said force main is being placed, and only for such distance on either side of the center line of the force main as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantor shall not be used except by permission of the owner.
- 4. All surface soil and debris excavated from the real estate herein referred to in the construction of said work, may be disposed of by said Municipality in the same manner as above specified for the transportation of material to the place of construction. The surface of the ground, all fences and other structures on said premises touched or in any manner altered by the construction of said force main, shall be restored to the same condition as nearly as may be as the same existed before the commencement of the work.
- 5. The Municipality will indemnify and save harmless the said Grantor from any loss, damage or expense in the nature of any legal liability which said Grantor may suffer, incur or sustain, or for which said Grantor or said Municipality may become liable, growing out of any injury to persons or caused by any of the work performed under this grant.
- 6. Said Grantor hereby agrees that all connections, if any, with said force main made at any point in the line herein described, shall be made in such manner as may be prescribed by said Municipality or its assignees and under its supervision.

the Municipality has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers thereunto authorized this	IN WITNESS WHEREOF, said	Grantor has set its hand and seal, and
GRANTOR: OUTBOARD MARINE CORPORATION BY: GRANTEST: GRANTEST: GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the sligned, scaled and delivered said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this day Notary Public		
GRANTOR: OUTBOARD MARINE CORPORATION BY: GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an Illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name is subscribed to the signed, sealed and delivered said instrument as free and voluntary for the right of homestead. Given under my hand and notarial seal this day Notary Public		
GRANTOR: OUTBOARD MARINE CORPORATION BY: GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name is subscribed to the signed, sealed and delivered said instrument as free and voluntary for the right of homestead. Given under my hand and notarial seal this day Notary Public		
OUTBOARD MARINE CORPORATION BY: GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an Illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary left, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this day Notary Public		
GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State afforesaid, DO HEREBY CERTIFY THAT Dersonally known to me to be the same person whose name is subscribed to the oregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary in the right of homestead. Given under my hand and notarial seal this day in A.D. 1877.		GRANTOR:
GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an Illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS)		OUTBOARD MARINE CORPORATION
GRANTEE - ACCEPTANCE: CITY OF WAUKEGAN, an Illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State Moresaid, DO HEREBY CERTIFY THAT Dersonally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and waiver (the right of homestead. Given under my hand and notarial seal this day A.D. 1977.		pv.
CITY OF WAUKEGAN, an Illinois Municipal Corporation, BY: MAYOR ATTEST: CITY CLERK STATE OF ILLINOIS)) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State Moresaid, DO HEREBY CERTIFY THAT Dersonally known to me to be the same person whose name is subscribed to the oregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and walver (the right of homestead. Given under my hand and notarial seal this day (, A.D. 1977.	ATTEST:	
CITY CLERK STATE OF ILLINOIS)) SS COUNTY OF LAKE) 1, the undersigned, a Notary Public, in and for said County and State Moresaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name is subscribed to the oregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and waiver (the right of homestead. Given under my hand and notarial seal this day , A.D. 1977.		GRANTEE - ACCEPTANCE:
CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State foresaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name is subscribed to the coregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and waiver (the right of homestead. Given under my hand and notarial seal this day, A.D. 1977.		CITY OF WAUKEGAN, an Illinois Municipal Corporation,
CITY CLERK STATE OF ILLINOIS) SS COUNTY OF LAKE) I, the undersigned, a Notary Public, in and for said County and State Moresaid, DO HEREBY CERTIFY THAT Dersonally known to me to be the same person whose name is subscribed to the coregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and waiver (the right of homestead. Given under my hand and notarial seal this day for the core of the core of the right of homestead. Given under my hand and notarial seal this day for the core of the core of the right of homestead. Given under my hand and notarial seal this day for the core of the core o		RY:
STATE OF ILLINOIS) SS COUNTY OF LAKE I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Dersonally known to me to be the same person whose name is subscribed to the coregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary let, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this day Notary Public		
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I, the undersigned, a Notary Public, in and for said County and State foresaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name is subscribed to the coregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and waiver f the right of homestead. Given under my hand and notarial seal this day . A.D. 1977. Notary Public		
dersonally known to me to be the same person whose name is subscribed to the oregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and walver f the right of homestead. Given under my hand and notarial seal this day A.D. 1977.	• •	
oregoing instrument, appeared before me this day in person and acknowledged the signed, sealed and delivered said instrument as free and voluntary ct, for the uses and purposes therein set forth, including the release and waiver the right of homestead. Given under my hand and notarial seal this day, A.D. 1977. Notary Public	foresaid, DO HEREBY CERTIFY THAT	Public, in and for said County and State
·		this day in person and acknowledged the
-4-	oregoing instrument, appeared before me signed, sealed and delivered said ct, for the uses and purposes therein set If the right of homestead. Given under m	forth, including the release and waiver y hand and notarial seal this day
	oregoing instrument, appeared before me signed, sealed and delivered said act, for the uses and purposes therein set of the right of homestead. Given under m	forth, including the release and waiver y hand and notarial seal this day 7.

1.12 July and Duck

THIS INDENTURE, made this 8th day of November, A.D.

1971, between GENERAL MOTORS CORPORATION, a Corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and OUTBOARD MARINE

CORPORATION, a Delaware Corporation, of the City of Waukegan, in the County of Lake and State of Illinois, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said Corporation has, and by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to its successors and assigns, FOREVER, all the following described lot, piece or parcel of land situate in the County of Lake and State of Illinois, known and described as follows, to wit:

A tract of lund in the Northwest 1/4 of Section 22, Township 45, Range 12, described at follows, to wit:

Commencing at the Southwest corner of said Northwest 1/4 in Waukegan Township, Lake County, Illinois; Thence Northeasterly,

making a Northeast angle of 89 degrees 29 minutes with the East and West 1/4 line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West 1/4 of said Section 22; Thence East with and along the North line of said City Street, parallel with the East and West center line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along the Northwesterly line of Harbor Street, and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel with and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle at 60 degrees 01 minute 15 seconds with last described course extended East 417.44 feet to the point of beginning which is 543.06 feet North (measured at right angles) of the East and West center line of Section 22, aforesaid, which, for the purpose of reference in this description is hereinafter referred to as an East and West line having a bearing of North 90 degrees East or North 90 degrees West; Continuing thence North 29 degrees 58 minutes 45 seconds East along the last described line extended Northeasterly, a distance of 16.03 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East a distance of 1099.69 feet, more or less, to a point which is 330.51 feet South 10 degrees 31 minutes 36 seconds West from the Northwest corner of a tract of land conveyed by William H. Baehr on March 14, 1927, as Document 295716; Thence North 90 degrees East, 110.10 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East, a distance of 300.0 feet to point; Thence North 90 degrees West, a distance of 110.10 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East, a distance of 30.51 feet to the Northwest corner of the tract described in Document 295716, being a point

on a line drawn parallel with the East and West center line of Section 22 and 1420.0 feet North of the place of beginning (measured along a line drawn at right angles to the East and West center line through said place of beginning); Thence North 90 degrees East, along the last described line hereinafter referred to as Course "A", a distance of 1159.36 feet to a point hereinafter referred to as "Point A"; Thence South 08 degrees 47 minutes West along a course hereinafter referred to as Course "B", a distance of 563.59 feet to a point; Thence South 03 degrees 54 minutes 15 seconds West, a distance of 683.25 feet to a point: Thence South 01 degree 05 minutes East, a distance of 181.52 feet, more or less, to a point on a line drawn parallel with the East and West center line of Section 22 and 543.06 feet North therefrom measured at right angles thereto; Thence North 90 degrees West, along the last described line, a distance of 141.16 feet, more or less to a point described as 543.06 feet North and 2357.08 feet East of the Southwest corner of the Northwest Quarter of Section 22, aforesaid; Thence North O degrees 00 minutes East, 100.0 feet to a point; Thence North 90 degrees 00 minutes West, 586.87 feet to a point; Thence North O degrees 00 minutes East, 50.0 feet to a point; Thence North 90 degrees 00 minutes West, a distance of 428.81 feet, more or less, to the West face of the existing steel sea wall; Thence Southwesterly, along the said West face of the existing steel sea wall, a distance of 152.75 feet, more or less, to a point described as 543.06 feet North and 1312.54 feet East of the Southwest corner of Northwest Quarter of Section 22, aforesaid; Thence North 90 degrees 00 minutes West, 113.87 feet, more or less to the place of beginning. Excepting from the above described tract, a triangular shaped tract described as commencing at the Northeast corner of said tract at "Point A"; Thence South 08 degrees 47 minutes West, along "Course B", 80.0 feet to a point; Thence Northwesterly, a distance of 104.14

feet to a point on "Course A" which 80.0 feet North 90 degrees West from "Point A"; Thence North 90 degrees East, along "Course A", a distance of 80.0 feet to the place of beginning. All situated in the City of Waukegan, Lake County, Illinois and containing 35.601 acres.

TOGETHER WITH any and all rights obtained by Grantor by virtue of the following documents:

- 1. Assignment dated May 28, 1948 and recorded June 3, 1948 as Document 644438, made by Waukegan Coke Corporation, a Delaware Corporation, to General Motors Corporation, a Delaware Corporation, of all interest in the Easement recorded as Document 621388 granted for the purpose of maintaining existing gas transmission lines over premises in question.
- 2. Assignment dated May 28, 1948 and recorded June 3, 1948 as Document 644439, made by Waukegan Coke Corporation, a Delaware Corporation, to General Motors Corporation, a Delaware Corporation, of all interest in the Easement recorded as Document 643457, granted for the purpose of a sanitary sewer line over premises in question.
- 3. Rights of General Motors Corporation, a Delaware Corporation, its successors and assigns to an Easement for the purpose of maintaining an existing gas transmission line over the following described premises: A strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North,

Range 12, East of the 3rd P.M., and running North 18.4 feet to a point; Thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence Northeasterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, as disclosed by instrument recorded as Document 645042.

4. Easements for use, operation and construction of dock facilities; railroad switching rights, construction, operation and maintenance of sanitary sewer; construction, operation and maintenance of water intake line, all as reserved by Seller in Deed between Seller and Purchaser dated September 1, 1970, as recorded November 19, 1970, as Document No. 1481496 in the office of the Lake County Register of Deeds.

SUBJECT TO:

- 1. Zoning ordinance of the City of Waukegan.
- 2. Perpetual Easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of premises in question (in which 50 feet is contained, the approximately 25 feet on which the "Present" roadway is situated), subject to the right of grantor to change such location on conditions therein set forth as granted by Grant made by North Shore Coke and Chemical Company, a Corporation of Delaware, to The City of Waukegan, a Municipal Corporation, dated July 31, 1935 and recorded August 2, 1935 as Document 415382.

- 3. Rights of the public, the municipality and adjoining owners in and to that part of premises in question, if any, falling in roads, streets and highways.
- 4. Switch tracks, switch spurs and railroad rights of way.
- 5. Slips and waterways.
- 6. Rights of the public, the State of Illinois and of the United States Government in and to so much of premises in question as are covered by the waters of Lake Michigan.
- 7. Rights of the public and of the State of Illinois in and to so much of said premises as may have been formed by other than natural accretions.
- 8. Rights of the United States Government, State of Illinois, City of Waukegan, the Public and of the adjoining owners to have maintained in its present location the harbor and any piers contiguous thereto.
- 9. Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said Railroad Company, as reserved in the Warranty Deed from said Railroad Company to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927 in Book 262 of Deeds, Page 610, as Document 295717.

10. Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a Corporation of Illinois, to William Baehr, dated March 14, 1927 and recorded March 16, 1927 as Document 295717, to maintain that part of the channel lying within premises in question as it now exists and that he will on demand of the Elgin, Joliet and Eastern Railway Company extend said channel Northerly upon the Westerly side of premises in question, the same width as the present channel upon the Southerly portion of premises in question, providing that the owner of the land lying West thereof shall extend his portion of said channel and to keep and maintain said channels of the depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.

- 11. Rights of the persons owning the premises South and adjoining premises in question and North of the Waukegan Harbor to establish a roadway 50 feet wide across premises in question parallel to the shores of Lake Michigan as it would then exist with the Westerly line thereof, 100 feet from such shore line, with the right of changes and relocation to connect with the roadway across the property lying North and South of premises in question for the passage of persons, automobiles, trucks and teams.
- 12. Easement for the passage of persons, automobiles, trucks and teams over roadway with the said temporary road running from Sand Street, Waukegan.

- 13. Rights reserved by the Elgin, Joliet and Eastern Railroad Company, a Corporation, to lay down, maintain and operate railroad tracks and switch tracks on land 25 feet in width running substantially parallel to the shore line of Lake Michigan as it would exist at the time of such lying down and with the Westerly line of a strip 125 feet West of the shore line of said Lake.
- 14. Perpetual Easement over a strip of land 10 feet wide, lying 5 feet on each side of following described center line: Commencing at a point which is 2485 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North, Range 12, East of the 3rd P.M.; Running thence Northeasterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; Thence Northeasterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; Thence Northeasterly to a point 1420 feet North and 137.4 feet East of the place of beginning for the purpose of maintaining gas transmission lines, as granted by Waukegan Coke Corporation, a Delaware Corporation, to North Shore Gas Company, a Corporation of Illinois, by instrument dated June 28, 1947 and recorded July 14, 1947 as Document 621388.
- 15. Perpetual Easement 14 feet in width lying 7 feet on each side of the following described line: Commencing at a point in the North property line of property owned by the grantor in the Northwest Quarter of Section 22, Township 35 North, Range 12 East of the 3rd P.M. 166.6 feet East of the Northwest corner of said property; Thence South 1 degree and 4 minutes East 446 feet;

Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the Southwest corner thereof, for the purpose of laying, constructing, etc., a sanitary sewer line to connect with the sewerage system of North Shore Sanitary District, as granted by Waukegan Coke Corporation, a Delaware Corporation, to Outboard Marine and Manufacturing Company, a Delaware Corporation, by instrument dated May 14, 1948 and recorded May 21, 1948 as Document 643457.

16. Rights of North Shore Gas Company, an Illinois Corporation, its successors and assigns to an Easement for the purpose of maintaining an existing gas transmission line over the following described premises: A strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North, Range 12, East of the 3rd P.M., and running North 18.4 feet to a point; Thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence Northwesterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat attached thereto, as granted by instrument recorded as Document 645042.

17. General property taxes for year 1971 and subsequent years.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said GENERAL MOTORS CORPORATION, party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused

its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this 10th day of December , A.D. 1971.

THE STATE OF THE PROPERTY OF T

In the Presence of:

Mency K' M. T

CARMEN F. PANICCIA

GENERAL MOTORS CORPORATION

BY 1, W. C. A.

Vice President

ATTEST Kembrus

Assistant Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, Carmen F. Paniccia Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

R. W. DECKER personally known to me to be a Vice President of the GENERAL MOTORS CORPORATION, a Delaware Corporation, and

K. C. MAC DONALD personally known to me to be an Assistant

Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary

they signed and delivered the said instrument as Vice President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

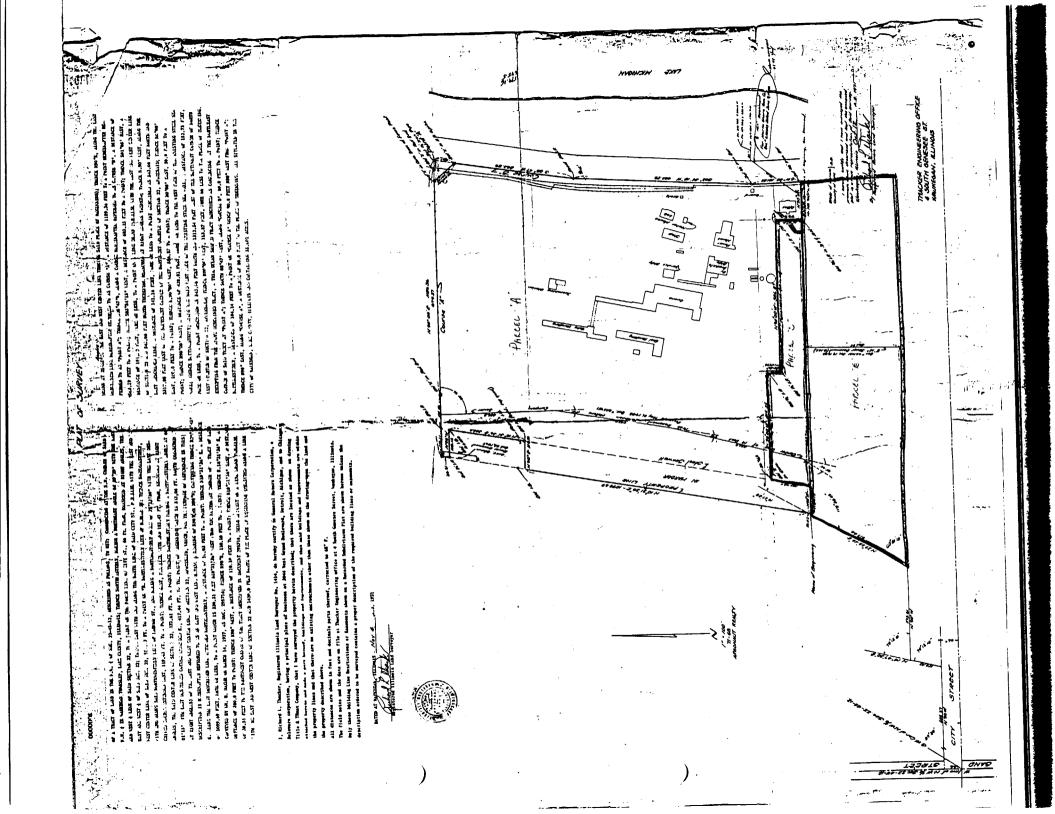
GIVEN under my hand and notarial seal this 10th day of December , A.D. 1971.

CARMEN F. PANICCIA

Notary Public, Wayne County, Michigan

My Commission Expires: September 17, 1973

THIS INSTRUMENT PREPARED BY: William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202



ode Paul

Turch . (1. pr.)

CONTRACT

THIS AGREEMENT, made this

dav of

A.D. 1969, between GENERAL MOTORS CORPORATION, a Delaware

Corporation, having its principal office at 3044 West Grand

Boulevard, Detroit, Michigan 48202, hereinafter referred to as

Coecanter

SELLER, and OUTBOARD MARINE CORPORATION, an Illinois Corporation, whose address is Waukegan, Illinois 60085, hereinafter referred to as PURCHASER.

WITNESSETH:

That the Seller agrees to sell and convey and Purchaser agrees to purchase that certain land situated in the City of Waukegan, County of Lake, State of Illinois, more particularly described as follows:

A tract of land in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows, to wit:

Commencing at the Southwest corner of said Northwest Quarter in Waukegan Township, Lake County, Illinois; Thence Northeasterly, making a Northeast angle of 89 degrees 29 minutes with the East and West Quarter line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West Quarter line of said Section 22; Thence East with and along the North line of said City Street, parallel to the East and West Center line

of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along said Northwesterly line of Harbor Street and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle of 60 degrees 01 minute 15 seconds with the last described course extended East, 417.44 feet to a point; Thence East, parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a Southeasterly angle of 119 degrees 58 minutes 45 seconds with the last described course 113.87 feet, more or less, to the Westerly face of a steel seawall, said point being the place of beginning; Thence continuing East, parallel with and 543.06 feet from, measured at right angles, the said center line of Section 22, 1044.54 feet; Thence North, at right angles to the last described course, 100.0 feet; Thence West, at right angles to the last described course, 643.06 feet North of and parallel to the said center line of Section 22, 586.87 feet; Thence North, at right angles to the last described course, 50.0 feet; Thence West, at right angles to the last described course, 693.06 feet North of, measured at right angles, and parallel with the center line of Section 22, a distance of 428.81 feet, more or less, to the Westerly face of a steel seawall; Thence Southwesterly, along the Westerly face of the said steel seawall, 152.75 feet, more or less, to the place of beginning, containing 2.874 acres, more or less, all in the City of Waukegan, Lake County, Illinois,

on the following terms and conditions:

- 1. The price is EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$81,363.00), payable EIGHT THOUSAND DOLLARS (\$8,000.00) as down payment upon execution of this Contract and the balance of the purchase price in cash, lawful money of the United States, by certified or cashier's check to be paid upon delivery of deed and title as hereinafter provided.
- 2. Said premises are sold subject to, and the deed of conveyance may so provide:
 - (a) Matters which an accurate survey and personal inspection of the premises would disclose;
 - (b) Any special assessments which become a lien on the premises after date hereof;
 - (c). Rights of the United States of America, State of Illinois and City of Waukegan, the public and adjoining owners of land described above to have maintained in its present location the harbor and any piers contiguous thereto;
 - (d) Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said railroad company, as reserved in the Warranty Dead from said railroad company, to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, Page 610, as Document 295717;
 - (e) Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a Corporation of Illinois, to William Boehr dated March 14, 1927 and recorded March 16,

1927 as Document 295717, Lake County Records. This Agreement sets forth obligations to maintain part of the channel lying within or adjoining the land described herein and that further upon demand of the Elgin, Joliet and Eastern Railway Company, the channel will be extended Northerly upon the Westerly side of the premises described herein, the same width as the present channel upon the Southerly portion of premises described, provided that the owner of land lying to the West shall extend his portion of the channel and keep and maintain said channels at a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points;

(f) Rights of North Shore Gas Company, a Corporation of Illinois, for purposes of maintaining existing gas transmission lines in, over and along a strip of land 10 feet in width lying 5 feet each side of the following described line; Commencing at point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, and running North 18.4 feet to a point; Thence North Easterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence North Easterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence North Easterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat hereto attached, as granted by Instrument dated June 28, 1947 and recorded June 9, 1948, as Document 645043, from Waukegan Coke Corporation, a Delaware Corporation;

- (g) Easement to lay, construct, operate, maintain and repair a sanitary sewer connecting with the sewerage system of the North Shore Sanitary District, in, over and along a strip of land 14 feet in width, being 7 feet on each side of the following described center line: Beginning at a point in the North property line of property owned by Waukegan Coke Corporation in the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, 166.6 feet East of the North West corner of said property; Thence South 1 degree and 4 minutes East 446 feet; Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the South West corner thereof, in favor of Outboard Marine and Manufacturing Company, a Corporation of Delaware, as granted by Instrument dated November 7, 1947 and recorded November 26, 1947, as Document 631830 and a supplemental indenture dated May 14, 1948 and recorded May 21, 1948, as Document 643457;
- (h) Rights of the public and adjoining owners to the land described herein to the use of slips and waterways adjoining and within the premises described herein;
- (i) Perpetual easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of land described herein, subject to the right of Grantor to change the location of the road on conditions as set forth in Grant of Easement made by North Shore Coke and Chemical Company, a Corporation of Delaware, to the City of Waukegan, a Municipal Corporation, by Instrument dated July 31, 1935 and recorded August 2, 1935 as Document 415382;

(j) Reservation of an easement to General Motors Corporation providing for unrestricted use of dock facilities situated on and adjacent to the land described herein so that assistance may be provided to lake vessels during docking maneuvers;

Purchaser agrees to execute, upon closing and delivery of Deed as provided herein, an Easement to Seller in form prepared by Seller, or at the option of Seller to accept deed of conveyance with an easement reserved for use of dock facilities. It is agreed by the parties that Seller shall have a survey and legal description prepared of the area necessary for such easement reservation.

(k) Reservation by Seller of switching rights on section of Purchaser's lead railroad track;

Purchaser agrees upon closing to execute a Sidetrack Agreement or Easement to Seller for purposes of granting to Seller switching rights on Purchaser's section of lead railroad track, or at the option of Seller, Purchaser agrees to accept deed of conveyance of the land described herein with a reservation in said deed for such switching rights. It is agreed by the parties that Seller shall have a survey and legal description prepared of the area defining the land necessary for Seller's switching rights.

- Zoning Ordinance of the City of Waukegan and applicable Building and Use Codes and Ordinances;
- (m) The rights of Seller and the City of Waukegan in and to a sanitary sewer line as more particularly set forth by Easement dated November 10, 1948, as recorded in Lake County Records in Book 905, Page 92.
- 3. General property taxes for 1969 shall be apportioned to date of delivery of Deed and possession based upon fiscal period January 1, 1969 to December 31, 1969. If the amount of 1969 taxes cannot be determined at time of closing, the last available full tax year amount will be used for apportionment purposes. Seller agrees to grant to Purchaser a credit for any unpaid 1968 taxes.
- 4. Purchaser represents that it has inspected said premises and knows the condition thereof and is purchasing said premises "as is".
- 5. Seller agrees at its expense to furnish Purchaser with a Commitment for an Owner's Policy of Title Insurance in the amount of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$81,363.00) issued by Chicago Title Insurance Company, Lake County Division, 15 South County Street, Waukegan, Illinois 60085, at a date concurrent with or subsequent to the date of

this Contract and upon completion of the transaction to furnish the Owner's Policy of Title Insurance with standard exceptions pursuant to the terms of said Commitment.

- 6. All objections to title must be submitted in writing to the Seller at least ten (10) days before the date set for closing. If such objections are not so submitted, then title to said premises shall be deemed to be good and marketable and the Purchaser shall be deemed to have waived all objections, except such as a continuation search covering said ten (10) day period discloses.
- 7. Risk of loss or damage to the premises by fire or other casualty is assumed by the Seller until closing. It is expressly provided, however, that in the event of such loss or damage to the premises prior to closing, Seller shall have the option to repair and restore the premises or cancel this Contract refund down payment paid hereunder to Purchaser and in such case the parties would be relieved of all obligations under this Contract.
- 8. If Seller is unable to deliver to Purchaser a
 Commitment for an Owner's Policy of Title Insurance in the
 amount of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS
 (\$81,363.00) showing title to the land described as being vested

in Seller, subject only to the title objections stated in

Paragraph 2 hereof, this Contract shall become null and void and

neither party shall have any claim against the other by reason of

such nonfulfillment.

- 9. The Deed shall be prepared by Seller and shall be in proper form for recording and shall be a limited covenant deed whereby Grantor covenants against its own acts only with necessary state revenue stamps affixed and paid for by the Seller.
- 10. The transaction shall be closed and the deed and possession delivered in accordance with the terms and provisions contained herein no later than six (6) calendar months from date of execution of this Contract by the last party executing the same through the offices of Chicago Title Insurance Company, Lake County Division, 15 South County Street, Waukegan, Illinois 60085, or at such other place as is mutually agreed upon by the parties.
- ll. Purchaser represents that no real estate broker was involved in this transaction.
- 12. Seller acknowledges that it has obtained a survey and legal description of the land described herein as prepared by Thacker Engineering Office, 226 Washington Street,

Waukegan, Illinois, said survey being dated October 9, 1968, as revised November 21, 1968. It is understood that the survey will be further revised to include easements and other matters as provided in this Contract. The cost of said survey and revisions of the survey shall be paid for at time of closing by Purchaser.

13. Seller agrees that upon execution of this Contract by both parties to take immediate action to install, relocate or replace, as the case may be, the following items, and to pursue such work to completion:

<u>es</u>	TIMATED COST
A section of the overhead 12 inch steam line and trestle \$	3,000.00
A section of the railroad tracks and gantry rail	3,000.00
Relocate railroad bumpers	300.00
Relocate an estimated 1000 lineal feet of security fencing	3,000.00
New railroad gate and an estimated 150 lineal feet of new security fencing	1,000.00
New boilerblow-down tanks and piping. To replace lagoon	2,500.00
Relocate and install bank of three transformers	4,000.00

New underground primary electrical system	\$ 36,000.00
 New 24_inch-water-intake	100,000.00
TOTAL	\$152,800.00
Administration, supervision and processing (15%)	
TOTAL	\$175,720.00

The time for closing this transaction as provided for in Clause 10 shall be automatically extended if the above items are not completed within the stated time in Clause 10 since it is contemplated by the parties that the above work shall be completed prior to closing and delivery of deed. Provided further, however, that with the prior agreement of Purchaser, the closing of this transaction may take place prior to completion of the above items, but when the total actual cost has been determined. In any event, upon closing and delivery of deed, Purchaser shall pay to Seller the actual cost incurred for the above items plus 15% of the total cost for administration, supervision and processing. It is expressly understood that the above estimates of cost are estimates only and Purchaser shall be obligated to pay actual cost for the above items based upon statements of cost in the form of itemized and paid invoices to be submitted to Purchaser by Seller when the work is completed.

14. All documents to be delivered and all notices to be given by either party shall be in writing and given by personal delivery or sent by registered mail addressed to the Purchaser as follows: OUTBOARD MARINE CORPORATION, Waukegan, Illinois 60085; and to the Seller as follows: GENERAL MOTORS CORPORATION, Attention: Executive in Charge of Real Estate, Argonaut Realty Division, 485 West Milwaukee Avenue, Detroit, Michigan 48202. 15. This Contract constitutes the entire agreement between the parties. It cannot be changed except by a written instrument signed by the party consenting to such modification. The stipulations herein bind the successors and assigns of Seller and the successors and assigns of Purchaser. IN WITNESS WHEREOF, SELLER has signed and sealed this day of instrument this , A.D. 1969, and PURCHASER has signed and sealed this instrument this day of , A.D. 1969. GENERAL MOTORS CORPORATION / In the presence of: Vice President ATTEST Assistant Secretary In the presence of: OUTBOARD MARINE CORPORATION

102.02 Coke Plant office

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OUTBOARD MARINE

FORM #ACCT-99

APPROPRIATION REQUEST

					(Dollars i	n Thousands)			LJM
LOCATIO	N: Cok	e fla	nt c	Hice		APP. REQ. N	0.:	6422	
ACCOUNT	NO.:	B-1	<u> </u>	1	·	DATE PREPA	ARED:	eni 20	1472
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_ 21	•	Kem	deling		in Jeant	STARTING D	_		1972
Csfe	u					COMPLETION	N DATE:	sigt.	1972
					THUOMA	REQUESTED			
PRIOR AU	ITH.: 🖳				THIS REQUE	ST: \$, 5 00	TOTAL: \$	87,500
INCLUDE	UNNA NI D	IAL BUDG	ET:	_ YE	S 🖂 NO				
				C	LASSIFICATION	OF EXPENDIT	URES		
ACCOUN	T CLASSIF	FICATION	EXPAN: PROJEC		PRODUCT	COST	NECESSITY PROJECTS	OPERATING EXPENSES	TOTAL
Land			\$		S TELEVIMENT	\$	\$	S	\$
Buildings	& Fixtures		72,	700					72,700
Machinery	& Equipme	ent							
Office Fun	niture & Fi	ixtures	<u></u>						
Automotive	e Equipmen	nt .							ļ
Deferred T	ooling								
Lease									ļ
Expense				800			<u></u>	<u> </u>	14,800
_	OTAL		\$ 875			\$	\$	\$	\$ 87,500
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FINANCE	STAFF RE	VIEW:				APPROVED:	DIVISION OR S	UBSIDIARY	
BY:			DA1	TE			······································		DATE
FORECAST OF DISBURSEMENTS:				DATE					
ОСТ	NOV	DEC	JAN	FEB	MAR				DATE
\$ 37.500	<u> </u>	\$	\$.	\$	\$	APPROVED:	CORPORATE S	TAFF	
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DUTBOARD MARINE

FORM #ACCT-99

LOCATION: Coke Plant Office

APPROPRIATION REQUEST

(Dollars in Thousands) LJM

APP. REQ. NO.: 6422

PROJECT TITLE: Remodeling Coke Plant Office				STARTING DATE: 6-1-72 COMPLETION DATE: 9-1-72				
			AMOUNT	REQUESTED				
PRIOR AUTH.: \$			THIS REQUE	ST: \$ 87.5	300	TOTAL:		37,500
INCLUDED IN ANNUAL !	SUDGET:	YES	▲ NO					
		CLAS	SIFICATION	OF EXPENDIT	TURES			
ACCOUNT CLASSIFICA	TION EXPANSION PROJECT	ON P	RODUCT	COST REDUCTION	NECESSITY PROJECTS	OPERATING EXPENSES		TOTAL
Land	\$	\$		\$	\$	\$	\$	
Buildings & Fixtures	72,700							72,700
Machinery & Equipment								
Office Furniture & Fixture	8							
Automotive. Equipment								
Deferred Tooling								
Lease								
Expense	14,800							14,800
				\$	\$	S	2	87,500
	\$ 87,500 This is to co	ver ti	ne costs	COKE PLANT	OFFICE	new wall pa		
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REMODELING COKE PLANT OFFICE

Expense:

- \$ 4,000 Demolition
- \$ 10,000 Painting & Carpets
- \$ 800 Underground Telephone Line
- \$ 14,800 TOTAL

Capitalize:

- **\$** 16,000 Construction
- \$ 12,200 Moveable Walls
- **\$** 8,000 Plumbing
- \$ 4,000 Lights
- \$ 18,000 Air Conditioning & Heat
- **\$** 2,000 Ceiling
- **\$** 2,000 Water Supply
- \$ 1,500 Gas Line
- \$ 9,000 Electrical
- \$ 72,700 TOTAL
- **\$** 14,800 Expense
- \$ 72,700 Capitalize
- \$ 87,500 TOTAL



July 5, 1972

Johnson Motor Company 100 Sea Horse Drive Waukegan, Illinois 60085

Attn: Mr. Leo Marubio

Re: "Coke Plant" Office

Gentlemen:

The following is our quotation for the installation of the air conditioning, heating and ventilation for the subject building.

- F. E. Moran, Inc. proposes to furnish and install the following:
- 1. One (1) Carrier Model 50DA-016, 15 ton air-cooled air conditioner, 460/3/60.
- 2. Complete system of sheet metal duct work for supply, return and fresh air intake per drawing dated May 29, 1972.
- 3. Furnish and install exhaust fan in glass block windows in each washroom.
- 4. Furnish electric baseboard heaters as shown on drawing. To be installed and wired by others.
- 5. Temperature for air conditioning will be controlled by electric reheat coils installed in supply duct work for zone control as indicated on drawing. A discharge duct stat will maintain an air discharge temperature of approximately 55 F and reheat coils will operate to maintain desired temperature.
 - Winter temperature will be controlled by thermostats installed in electric baseboard heaters. Duct reheat coils will also control winter temperature by room thermostats.
- 6. Insulation of duct work as required.
- 7. One year free parts and labor warranty.

Work by others:

- 1. All cutting and patching.
- 2. All electrical wiring of units, fans, temperature controls and electrical heaters.

All work is to be performed on a straight time basis.

0000235

F. E. MORAN, INC., 2265 CARLSON DRIVE - NORTHBROOK, ILLINOIS 60062 - 312/498-4800

Johnson Motor Company July 5, 1972 Page Two

The size of the proposed air conditioning unit is based upon the following internal loads:

1. 25 people

2. 17,450W of lighting, being used at peak time (4:00 P.M.)
3. 2,640 CFM of fresh air at 95 F.D.B. and 78 F. W. B.

This system will maintain a summer temperature of 17° below the outdoor temperature when it is 95°F or higher outdoors. Winter temperature will be maintained at 75°F when the outdoor temperature is -10°F. Humidity in the summertime will not exceed 55% R.H.

Price: \$22,000.00 Terms: Net on Invoice.

Thank you for your consideration and please contact us if you have any questions.

Sincerely,

F. E. MORAN, INC. las E. Milla

Nicholas E. Miller Vice President

NEM/plb



July 5, 1972

Johnson Motor Company 100 Sea Horse Drive Waukegan, Illinois 60085

Attn: Mr. Leo Marubio

Re: "Coke Plant" Office

Gentlemen:

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The following is our quotation for the installation of the air conditioning, heating and ventilation for the subject building.

- F. E. Moran, Inc. proposes to furnish and install the following:
- 1. One (1) Carrier Model 50DA-016, 15 ton air-cooled air conditioner, 460/3/60.
- 2. Complete system of sheet metal duct work for supply, return and fresh air intake per drawing dated May 29, 1972.
- 3. Furnish and install exhaust fan in glass block windows in each washroom.
- 4. Furnish electric baseboard heaters as shown on drawing. To be installed and wired by others.
- 5. Temperature for air conditioning will be controlled by electric reheat coils installed in supply duct work for zone control as indicated on drawing. A discharge duct stat will maintain an air discharge temperature of approximately 55 F and reheat coils will operate to maintain desired temperature.

Winter temperature will be controlled by thermostats installed in electric baseboard heaters. Duct reheat coils will also control winter temperature by room thermostats.

- 6. Insulation of duct work as required.
- 7. One year free parts and labor warranty.

Work by others:

- 1. All cutting and patching.
- 2. All electrical wiring of units, fans, temperature controls and electrical heaters.

All work is to be performed on a straight time basis.

0000237

F. E. MORAN, INC., 2265 CARLSON DRIVE D NORTHBROOK, ILLINOIS 60062 D 312/488-4600

Johnson Motor Company July 5, 1972 Page Two

The size of the proposed air conditioning unit is based upon the following internal loads:

1. 25 people

- 2. 17,450W of lighting, being used at peak time (4:00 P.M.)
 3. 2,640 CFM of fresh air at 95 F.D.B. and 78 F. W. B.

This system will maintain a summer temperature of 17° below the outdoor temperature when it is 95°F or higher outdoors. Winter temperature will be maintained at 75°F when the outdoor temperature is -10°F. Humidity in the summertime will not exceed 55% R.H.

Price: \$22,000.00 Terms: Net on Invoice.

Thank you for your consideration and please contact us if you have any questions.

Sincerely,

F. E. MORAN, INC.

las E. Wille Nicholas E. Miller

Vice President

NEM/plb





June 14, 1972

Johnson Motor Company 100 Sea Horse Drive Waukegan, Illinois 60085

Attn: Mr. Leo Marubio

Re: "Coke Plant" Office

Gentlemen:

The following is our quotation for the installation of the air conditioning, heating and ventilation for subject building.

- F. E. Moran, Inc. proposes to furnish and install the following:
- 1. One (1) Carrier Model 50DA-024, 20-ton air-cooled air conditioner with electric heater. 460/3/60.
- Complete system of sheet metal duct work for supply, return and fresh air intake per drawing dated May 29, 1972.
- 3. Furnish and install exhaust fan in glass block windows in each washroom.
- 4. Furnish electric baseboard heaters as shown on drawing. To be installed and wired by others.
- 5. Temperature for air conditioning will be controlled by electric reheat coils installed in supply duct work for zone control as indicated on drawing. A discharge duct stat will maintain an air discharge temperature of approximately 55°F and reheat coils will operate to maintain desired temperature.

Entering air mixture will be controlled by an interlocked combination of fresh air intake modulating damper and exhaust air fan with a modulating damper.

Winter temperature will be controlled by thermostats installed in electric baseboard heaters. Duct reheat coils will also control winter temperature by room thermostats.

- 6. Insulation of duct work as required.
- 7. One-year free parts and labor warranty.

Work by others:

- 1. All cutting and patching.
- 2. All electrical wiring of units, fans, temperature controls and electrical heaters.

0000239

F. E. MORAN, INC., 2265 CARLSON DRIVE - NORTHBROOK, ILLINOIS 60062 - 312/498-4800

Johnson Motor Company Page Two June 14, 1972

All work is to be performed on a straight time basis.

The size of the proposed air conditioning unit is based upon the following internal loads:

1. 25 people

2. 17,450W of lighting, being used at peak time (4:00 p.m.)

3. 2,640 cfm of fresh air at 95°F.D.B. and 78°F.W.B.

This system will maintain a summer temperature of 17° below the outdoor temperature when it is 95° F or higher outdoors. Winter temperature will be maintained at 75° F when the outdoor temperature is -10° F. Humidity in the summertime will not exceed 55% R.H.

PRICE: \$27,977.00

TERMS: Net on Invoice

Thank you for your consideration and please contact us if you have any questions.

Sincerely,

F. E. MORAN, INC.

Nicholas E. Miller Vice President

las E. miller

NEM/teh



June 14, 1972

Johnson Motor Company 100 Sea Horse Drive Waukegan, Illinois 60085

Attn: Mr. Leo Marubio

Re: "Coke Plant" Office

Gent lemen:

The following is our quotation for the installation of the air conditioning, heating and ventilation for subject building.

- F. E. Moran, Inc. proposes to furnish and install the following:
- 1. One (1) Carrier Model 50DA-024, 20-ton air-cooled air conditioner with electric heater. 460/3/60.
- 2. Complete system of sheet metal duct work for supply, return and fresh air intake per drawing dated May 29, 1972.
- 3. Furnish and install exhaust fan in glass block windows in each washroom.
- 4. Furnish electric baseboard heaters as shown on drawing. To be installed and wired by others.
- 5. Temperature for air conditioning will be controlled by electric reheat coils installed in supply duct work for zone control as indicated on drawing. A discharge duct stat will maintain an air discharge temperature of approximately 55°F and reheat coils will operate to maintain desired temperature.

Entering air mixture will be controlled by an interlocked combination of fresh air intake modulating damper and exhaust air fan with a modulating damper.

Winter temperature will be controlled by thermostats installed in electric baseboard heaters. Duct reheat coils will also control winter temperature by room thermostats.

- Insulation of duct work as required.
- 7. One-year free parts and labor warranty.

Work by others:

1. All cutting and patching.

2. All electrical wiring of units, fans, temperature controls and electrical heaters.

0000241

F. E. MORAN, INC., 2265 CARLSON DRIVE - NORTHBROOK, ILLINGIS 80062 - 312/488-4600

Johnson Motor Company Page Two June 14, 1972

All work is to be performed on a straight time basis.

The size of the proposed air conditioning unit is based upon the following internal loads:

1. 25 people

2. 17,450W of lighting, being used at peak time (4:00 p.m.)

3. 2,640 cfm of fresh air at 95°F.D.B. and 78°F.W.B.

This system will maintain a summer temperature of 17° below the outdoor temperature when it is 95°F or higher outdoors. Winter temperature will be maintained at 75°F when the outdoor temperature is -10°F. Humidity in the summertime will not exceed 55% R.H.

PRICE: \$27,977.00

TERMS: Net on Invoice

Thank you for your consideration and please contact us If you have any questions.

Sincerely,

F. E. MORAN, INC. Nicholas E. Mulla

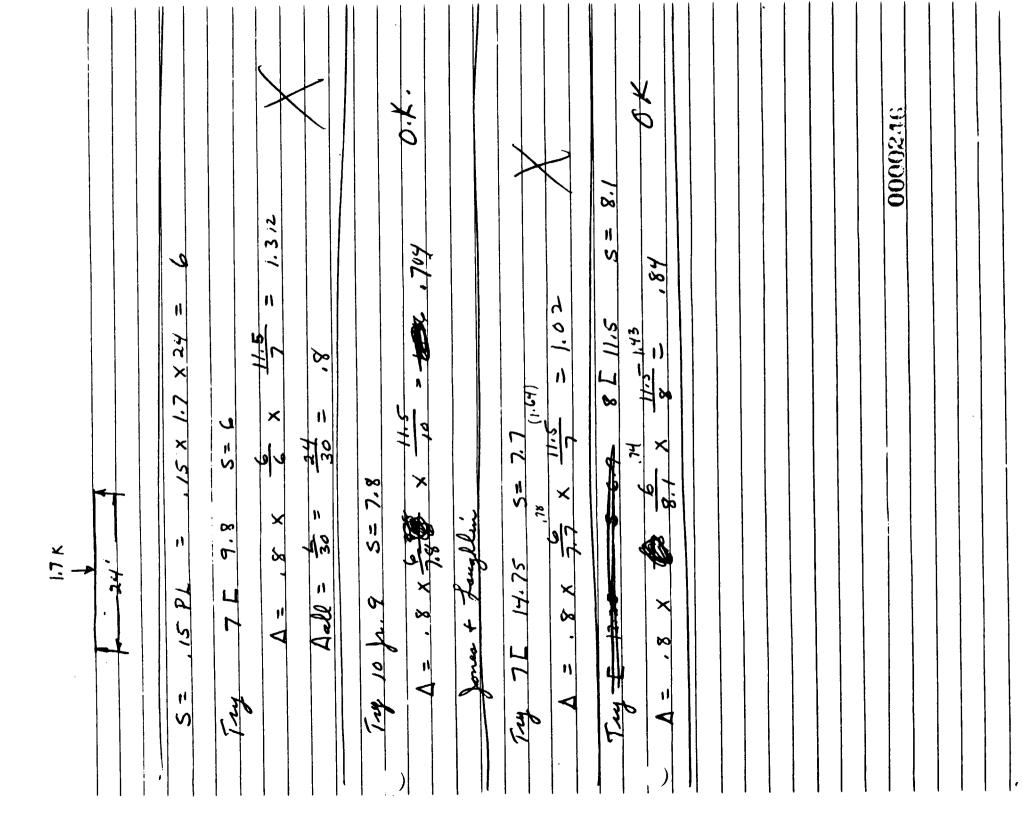
Nicholas E. Miller Vice President

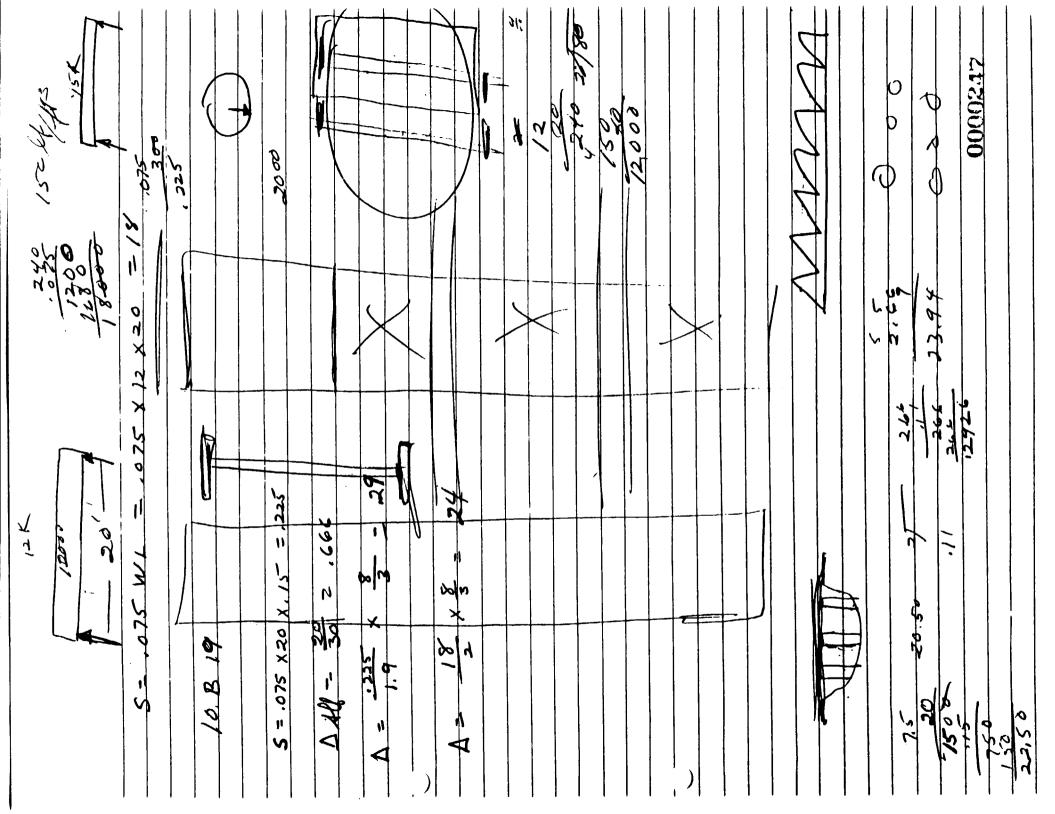
NEM/teh

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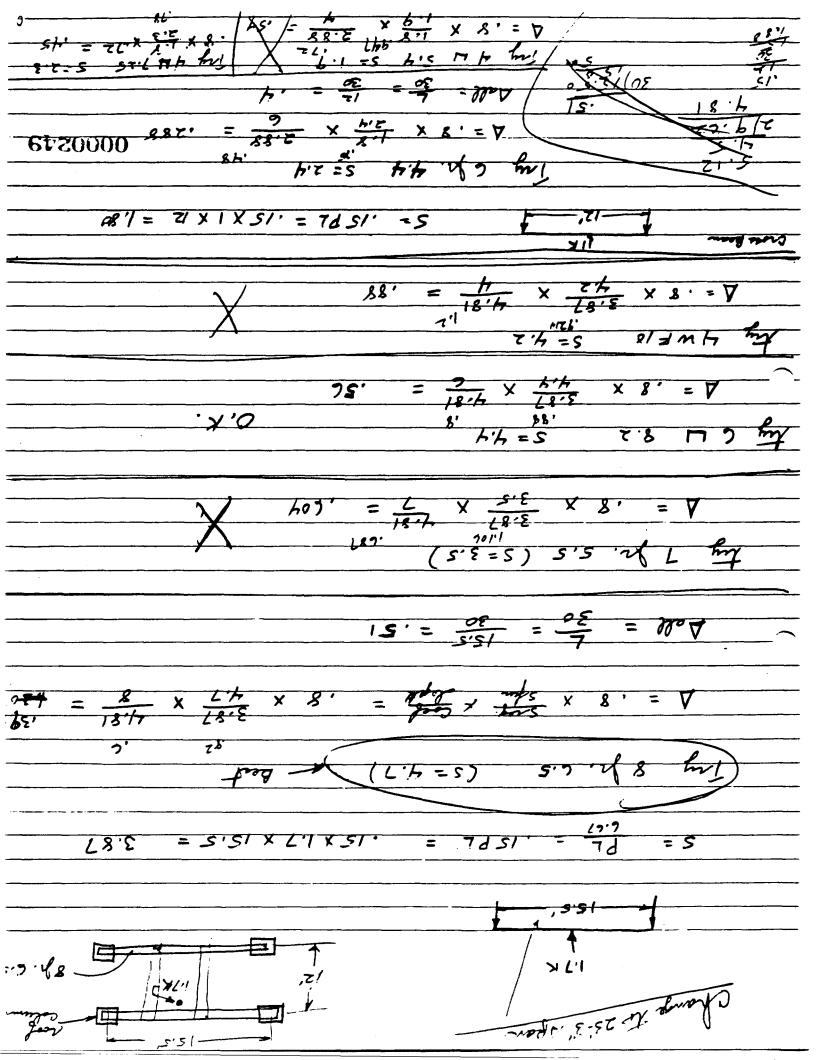
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10,000 - Painting or carpete	
800 - Underground telephone.	line
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Capitalys	
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12,200 - Moveable walle	· ·
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2000 - Cerling	
2000 - Water supply	
1500 - Has line	
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Total - 87500	0000244

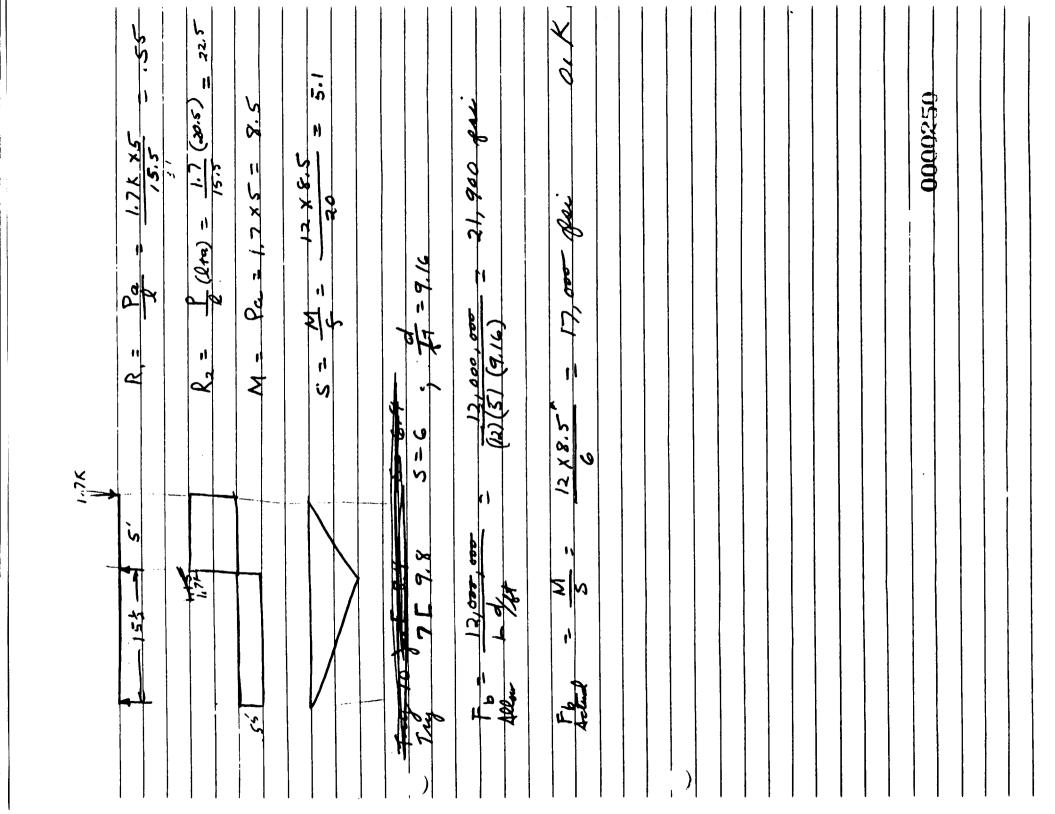
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Capitaline			
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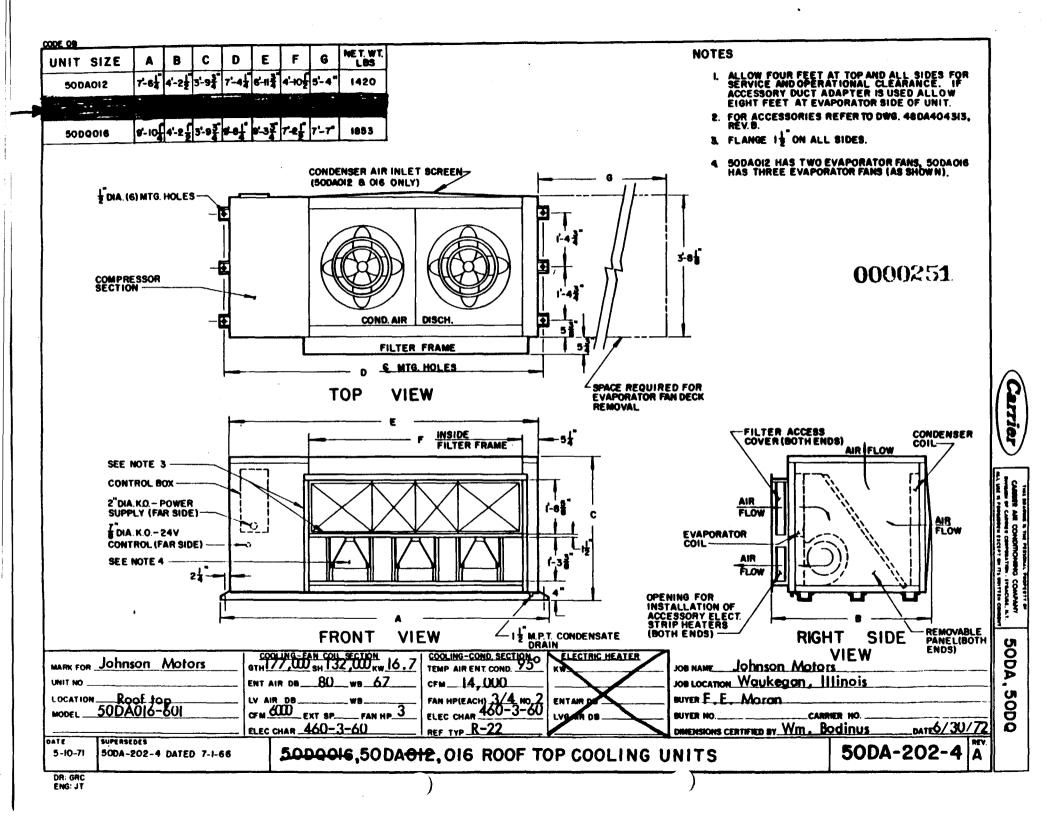


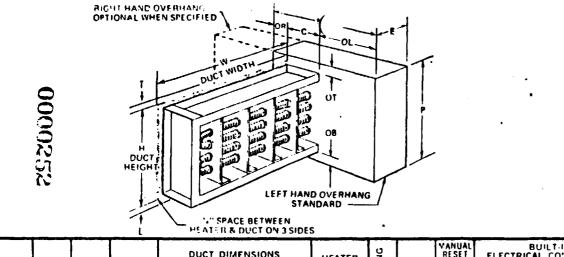


1.7K 0000215









PEMOTELY MOUNTED EQUIPMENT								
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SPECIAL NOTES

Built-in airflow switch. Transformers fused

GENERAL NOTES

- 1 Unless otherwise specified, 'OT' and 'OB' will not exceed 21/4' and will be equal.
- Erithand everhang is supplied unless otherwise specified.
- 3 Harmontal airflow is assumed unless vertical airflow is specified.
- 1 If built in contactors are specified, they will

CUSTON	MER	F.E.	Moran Inc.	
PURCH	ASE ORE	DER NO.	2157-400-MN	1
JOB				
INDEEC	O NO.	43121,	22, 23	
2				
1				
N/A	1	REVIS	SIONS	DATE

INDUSTRIAL ENG. AND EQUIP. CO.

425 HANLEY INDUSTRIAL COURT ST. LOUIS (BRENTWOOD), MISSOURI 63144

CERTIFIED PRINT
INDEECO SLIP-IN
BLAST COIL HEATERS
FOR DUCT INSTALLATION

PATE

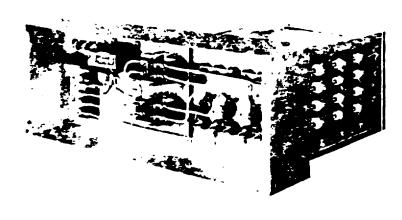
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INDUSTRIAL ENGINEERING & EQUIPMENT CO.

SLIP-IN ELECTRIC BLAST COIL HEATERS FOR DUCT INSTALLATION





CONSTRUCTION

INDEECO heaters utilize the finest construction principles and techniques. High grade resistance coils are supported by specially designed ceramic insulators. These insulators in turn are mounted in aluminized steel brackets using a patented floating design that prevents breakage due to thermal expansion. The heater frame, constructed of heavy gauge aluminized steel, is provided with generous flanges for structural rigidity. Element terminals and associated nuts and washers are of stainless steel for maximum corrosion and heat resistance and are mounted in high temperature phenolic bushings.

INDEECO heaters are supplied complete with field wiring diagrams (mounted on the inside of the terminal box) and complete installation instructions. Terminals are clearly marked and knockout holes of the proper size to conform with the latest National Electrical Code are provided.

All INDEECO heaters are tested for correct electrical specifications before shipment. In addition, each heater is given a dielectric test at a minimum of 2000 volts.

BUILT-IN EQUIPMENT

INDEECO blast coil heaters can be supplied with many built-in features such as magnetic and mercury contactors, fuses, control transformers, disconnect switches, pilot switches, pilot lights, fan thermostats, fan relays and pneumatic and electronic step controllers. All of these items are listed by Uniferwriters' Laboratories for this purpose.

THERMAL CUTOUTS

All INDEECO heater are provided with built in automatic reset thermal cutout for primary overtemperature protection.

For secondary over temperature protection complying with the latest UL and NI C requirements, manual reset thermal cutouts are also provided. Normally these are factory connected in series with each circuit, unless a pitot duty cutout, operating "backup" contactors, is specified.

UNDERWRITERS' LISTING

All INDEECO blast coil heaters in which the catalog prefix includes the letter U are listed by the Underwriters' Laboratories under reference number E23192. Inspection authorities throughout the country have been notified of this listing.

1968 NATIONAL ELECTRICAL CODE

All INDEECO duct heaters are supplied in accordance with the 1968 National Electrical Code, which limits duct heater circuits to 48 amps. Terminals are selected to handle the appropriate wire size as selected from Table 310-12 of the 1968 National Electrical Code, based on 75. C. copper wire with no more than six conductors in a conduit and adding a 25% safety factor as required by Para. 424-3B of the code. Terminals for field connections are supplied as follows:

- Heaters without built-in contactors have one set of terminals per circuit.
- Heaters with built-in contactors have one set of terminats for each circuit if the heater draws more than 48 amps total, and one set of terminals for the entire heater if it draws 48 amps total or less.
- 3. Heaters with built-in contactors and fuses have one set of terminals if the line connections required are 1000 MCM or less. If greater than 1000 MCM, multiple terminals are supplied. This corresponds to 436 amps as selected by the above method.

INSTALLATION

INDEECO slip-in blast coils are installed by inserting through a rectangular hole cut in the side of the duct work and are secured to the duct with sheet metal screws

When the heater is being used in conjunction with an air conditioning or heat pump unit, it must be installed at least 48 inches from the duct flanges of that unit. Corshould be taken to follow all instructions found in the installation, operating and maintenance in truction sheet supplied with each heater.

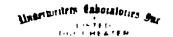
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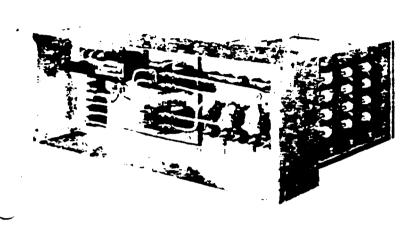
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INDUSTRIAL ENGINEERING & EQUIPMENT CO.

SLIP-IN ELECTRIC BLAST COIL HEATERS FOR DUCT INSTALLATION





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F. E. MORAN, INC. EST, 1915

MECHANICAL CONTRACTOR



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	INCLUDED I	N CURRENT CASH	PURC	CHASE REQUISITION		DATE July 1	4, 1972		
	YES		SUPPLIER T. B.	SUPPLIER F. B. MOKER					
	INSURANCE		2265 C	2265 Carleon Brive					
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<i>)</i>			SHIP PLANT 1 PLANT 2	PLANT 3 STA STORES EN 6	OTHER	DEPARTMENT #122	NT NO.		
	DATE WANT	ED	DELIVERED	F.O. SHIPPING POINT		APPROPRIA	TION NO.		
ALL REQ.	August	15, 1972	NOT FOR RESALE	FOR RESALE		66422	•		
MUST HAVE	QUANTITY		D	ESCRIPTION		·	PRICE		
WANTED		Covers c	est of furnishing	secessary labor, tools,	materi	el,			
		. and equi	pment to install a	15 ten sir conditioner	and be	et-			
		ing equi	pment, as per your	quotation dated July 5	, 1972.				
				Cost			\$22,000		
						,			
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					_				
_	REASON FOR MEN PERSONNEL CEFICE ORDERING								
	PURCHASE O	RDER NO 175	4687-11	SIGNED Lee J. Her	whip				
	FORM # PUR-1	00 (REV. 3-71)	-	APPROVED					



DEMOLITION CONTRACTORS

3801 MILWAUKEE AVE. CHICAGO, ILLINOIS 608-

PHONE: 685-110

RECEIVED

AUG 2 1971

W. C. CUNUVER

RECEIVED

AUG 3 1971

C. RUESCH

Mr. Clay Conover Vice President Johnson Motors 200 Pershing Road Waukegan, Illinois

Dear Mr. Conover:

On May 18, 1971, we quoted you an approximate bid, as per your request, for the demolition of various structures at your Waukegan plant.

We are now wondering whether or not any decision has been reached in reference to this project, and it would be greatly appreciated if you will advise us the present status.

We wish to assure you of our interest in this project, and if any further information is required, please do not hesitate to contact

Yours very truly,

CLEVELAND WRECKING COMPANY

Edwin D. Rose

Vice President

EDR/js

0000259

atken

May 19, 1971

W. C. Conover



CHEVROLET-SAGINAW PROPERTY

We have received three quotations for the demolition and leveling of buildings, chimneys, and equipment on the General Motors property adjacent to Plant #1, as follows.

You may be interested in knowing that the company that bid \$100,000 is the same company that bid \$85,000 last October on a request from General Motors for the same job. Increased labor costs attribute to the \$15,000 increased bid.

Attached is a report from the soil tests being conducted on the same property. If further or more extensive detail is required on this matter, it will be available in the next week or two. However, this report should suffice.

Carl Ruesch

ac

*Yohnson Motors

office memo

DATE

February 9, 1972

TO:

Joe Rayniak

Lina cory;

They John franch

SUBJECT:

DEMOLITION OF FORMER COKE PLANT FACILITIES

Enclosed are the specifications for demolition of the Coke Plant facilities. Once these are approved, we will request bids to do the work.

Please note the sketch in the back of the book which shows the area that will be filled in with suitable material to form the new yacht basin.

Also enclosed is a blueprint of the former Coke Plant property including the details of the entire facility.

If you have any further thoughts on this project, please advise.

Carl Ruesch

26

escl.

CC: M.C. Conever

R.M. Atkin

P.S. We have also applied for a permit from the Corps of Engineers to put the concrete in the yacht basin, and expect an answer in two weeks.

i'



Mr. Harold Carlson Purchasing Department Johnson Motors Sea Horse Drive, Plant Waukegan, Illinois

Re: Demolition Coke Plant Waukegan, Illinois

Dear Mr. Carlson:

This proposal is applicable to the desolition of the Old Chevorlet Coke Oven Plant at Sea Horse Drive, Waukegan, Illinois. Consistent with your specification of 7 February 1972 following is our proposal:

Alternate I

Demolish all designated structures, appurtenances and buildings 12" below grade, for the total sum of Two Hundred Ninety Nine Thousand Even Dollars (\$299,000:00).

All work under this alternate shall be completed within 149 calender days from commencement of demolition.

Alternate II

Demolish all designated structures, appurtenances and buildings removing all concrete, piping, valves, tanks, pits etc. completely below ground level for the total sum of Four Hundred Twenty Nine Thousand Even Dollars (\$429,000.00)

All work under this alternate shall be completed within 190 calender days from commencement of demolition.

0000262

"The Architect's Wrecker"



February 25, 1972

Mr. Harold Carlson Purchasing Department Johnson Motors Page 2

(Continued)

It should be noteworthy that all salvage becomes the property of the wrecking contractor and that the solid incombustible material dumped into Waukegan Harbor as indicated shall be dumped at no cost to the contractor. In the event the Harbor cannot be utilized for dumping of solid fill, the contract shall be renegotiated and an equitable ajustment in price paid to wrecking contractor for hauling and dumping in another location.

Thank you for this opportunity to bid and I am confident that work will be performed to the satisfaction of Johnson Motors.

Most sincerely,

Augustin Riccio

AR/mb

0000263

"The Architect's Wrecker"

+ 000000 et Our property for Lines . unt to rather our me ; with Ita ? Life. * the bulow grade ste. colice bottem ? base for ther stacks Whinch on complete umont of the concert un

April 2, 1970

A. Halveg.

P. Kllingson,

J. Habenicht,

Bevisions to property north of building fi that was recently acquired from General Hotors Corp.

is reviewing the contract, it is my understanding that the following as are the responsibility of General Motors Corp.

A section of the everhead 12 inch steam line and to A bootice of the relived tracks and pestry reli-

Relocate railread bumpers

Belooste an estimated 1000 lineal feet of security fencing

Her railread gate and an estimated 150 lines! feet Security fencing in

New boilerblus-down tanks and paping. To replace I

Release and install bank of three trans

or mainterest brings heart real typics

with General Mo

SETTLEMENT STATEMENT

CLOSING DATE:

SELLER:

General Motors Corporation

PURCHASER:

Outboard Marine Corporation

PROPERTY:

2.874 Acres, Waukegan Township, Lake County, Illinois

ITEM	CREDITS TO PURCHASER	CREDITS TO SELLER
Sale Price: Down Payment: Second Half 1969 Tax: Relocation Expenses	\$8,000.00	\$ 81,363.00 276.61
(See Attachment): Property Appraisal:		79,250.88 350.00
Land Survey:		902.00
Illinois Revenue Tax:	\$1.50 \$8,081.50	\$162,142.49
Less	8,081.50	
Net Amoun	t due Seller at Closing:	\$154,060.99

Seller and Purchaser hereby accept settlement as set forth herein and Seller acknowledges receipt of the balance of \$154,060.99 as settlement in accordance with Sales Contract dated July 10, 1969.

0000266

SELLER

PURCHASER

GENERAL MOTORS CORPORATION

Ross L. Malone, General Counsel

WILLIAM A. HAYES, Attorney

OUTBOARD MARINE CORPORATION

J. R. SEEGER, Secretary and Corporate Attorney The cohe Plant droparty

GENERAL MOTORS CORPORATION

September 1, 1970

RECEIV.

APR 2 8 1976

R. M. AT

Outboard Marine Corporation 100 Pershing Road Waukegan, Illinois 60085

Attention: Mr. J. R. Seeger

Re: Sale of 2.874 Acres of Land

Part of Waukegan Chevrolet

Coke Plant Property Waukegan, Illinois

Gentlemen:

This will refer to a Contract for sale of land in Waukegan, Illinois dated July 10, 1969 between General Motors Corporation as Seller and your corporation as Purchaser covering approximately 2.874 acres of land in Waukegan, Illinois. Pursuant to said Contract General Motors Corporation has caused to be completed the following certain installation replacement and relocation work as follows:

		Actual Cost (\$)
1.	A section of the overhead 12" steam line and treatle.	3,000
2.	A section of the railroad tracks and gantry rail.	3,000
	Items #1 and #2 were not installed, relocated or replaced. They are facilities sold with the land.	0000267

Outboard Marine Corporation Page Two

3	. Relocate railroad bumpers.	Actual Cost (\$) 458.02 our project
4	Relocate an estimated 1,000 lineal feet of security fencing, also a new railroad gate and an estimated 150 lineal feet of new security fencing.	6,557.00 Did we 6,557.00 Did we 13.933.86 mass 6.60
5	. New boiler blow-down tank and one piping.	13,933.86 garas 6 A
6	Relocate and install bank of three transformers also the installation of a new underground primary electrical system.	29,382.00 Om 6 \$56,330.88
	Added to this is administration, supervision and processing as determined by Argonaut Realty Division.	22,920.00
	ΤΟΤΛΙ	\$79,250.88

General Motors Corporation hereby confirms the sale of subject property to Outboard Marine Corporation and acknowledges receipt of the sale price of the land in full in the amount of \$81,363.00 and also acknowledges

Outboard Marine Corporation Page Three

receipt of the sum of \$79,250.88 for the items of work and personal property set forth above.

Very truly yours,

GENERAL MOTORS CORPORATION

Lev xCoches

Vice President

FORM APPILIFED
IROSS/E DALONES
GENERAL CONSESTE

EXECUTION RECOMMENDED

JOHNSON MOTORS DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

July 8, 1971

J. L. Rayniak

ple- In Property

DEMOLITION OF CHEVROLET-SAGINAM PROPERTY

The Webb Enterprises, Inc. (of Chicago, Illinois) proposal for demolition of buildings and equipment, submitted to Johnson Motors on May 18, 1971, did not include removal of the network of railroad tracks throughout the property.

There are 9,000 feet of railroad spurs and 2,000 feet of gantry crane track for a total of 11,000 feet of spur. We have a quote from a local contractor of \$2.35 per foot to remove the rails, the wood ties, etc. from the property for a total of \$25,850.

Carl Ruesch

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CC: R.M. Atkin

Proposal. Page No. of

WAUKEGAN EXCAVATING CO.

Sewer & Water Main Construction Excavating Waukegan, Illinois 60085 20 N. Spring Street Phone ONtario 2-8400

PROPOSAL SUBMITTED TO Johnson Motors		PHONE	OATE July 9, 1971			
STREET		JOB NAME				
Pershing Road			t Motor Div. Property			
Waukegan, Illinois	60085	Jos Location Waukegan	, Illinois			
ARCHITECT	DATE OF PLANS		JOS PHONE			
		V				
We hereby submit specifications and estimates for:						
We will furnish the	necessary equi	ipment and lab	or for the			
removal of existing	railroad tracl	ks. spurs and	ties located			
on the Ehevrolet Mo		•				
11,000 ln. ft.			\$25,850.00			
	C 4415) por 2					
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Notes All columned						
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	e de la compansión de l					
Me Propose hereby to furnish	n material and labor — c	complete in accordance	with above specifications, for the sum of:			
Twenty Five Thousand Eig	ht Hundred Fif	ty and no/100	dollars (\$ 25.850.00)			
Payment to be made as follows:						
All material is guaranteed to be as specified. All work to manner according to standard practices. Any alteration of		Authorized By:	an Excavating Co.			
tions involving extra costs will be executed only upon wi extra charge over and above the estimate. All agreements of	ontingent upon strikes, accidents	SignatureNote: This pro				
or delays beyond our control. Owner to carry fire, ternade Our workers are fully covered by Workmen's Compensation		withdrawn by us if not ac	·			
2 27 1						
Acceptance of Broposal — The and conditions are satisfactory and are hereby ac		Signature	0000271			
to do the work as specified. Payment will be made						
Date of Acceptance:		Signature				

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Page

WAUKEGAN EXCAVATING CO.

Sewer & Water Main Construction Excavating
20 N. Spring Street Waukegan, Illinois 60085
Phone ONtario 2-8400

PROPOSAL SUBMITTED TO Johnson Motors	PHONE	July 9, 1971
STREET	JOB NAME	
Pershing Road	LIOB LOCATION Chevrole	t Motor Div. Property
	085 Waukegar	, Illinois
ARCHITECT DATE	OF PLANS	SHOHE
We hereby submit specifications and estimates for:		
We will furnish the ne	cessary equipment and lab	or for the
removal of existing ra	ilroad tracks, spurs and	ties located
on the Ehevrolet Motor	Division Property:	· · · ·
11,000 ln. ft. @ 9	\$2.35 per ln. ft.	\$25,850.00
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Note: All salvaged ma	terial will become proper	ty of contractor.
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Mr ប្រាប្រារព្ធ hereby to furnish mat	erial and labor — complete in accordance	with above specifications, for the sum of
Twenty Five Thousand Eight	Hundred Fifty and no/100	dollars (\$25,850.00
Payment to be made as follows:	·	
All material is guaranteed to be as specified, All work to be co- manner according to standard practices. Any attention or deviat	mpleted in a workmanlike Waukoe Waukoe ion from above specifica. Authorized Ray of Leavest Authorized	an Excavating Co.
tions involving extra costs, will be executed only upon written or extra charge over and above the estimate. All agreements continge	nt upon strikes, accidents	
or delays beyond our control. Owner to carry fire, tornedo and o Our workers are fully covered by Workmen's Compensation Insura	The moderney massisses	eposal may be cepted within day
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Acceptance of Proposal - The above		
 and conditions are satisfactory and are hereby accepted to do the work as specified. Payment will be made as out! 	. TOO STE SULTOTIZED -	2720000
Date of Acceptance:	Signature	0000x 12

FORM | | | | COPTRIONT | 1806 - NEW ENGLAND BUSINESS SERVICE, INC., TOWNDEND, MASS,

Part III. How to Use the Application Form

I. Introduction.

ENG Form 4345 will be used for all Corps of Engineers permit applications. There will therefore be some questions on parts of the form which need not be filled out by each applicant; however, an applicant should respond to each item until specifically directed otherwise in the discussion below. Similarly, the response to most questions can be in general phrases but others must be in a specific and abbreviated form. Therefore, to avoid loss of time because of returned forms, follow carefully the instructions below.

An applicant need submit only one original copy of a completed ENG FORM 4345 for each facility for which a permit is sought. Where a discharge or deposit is involved, however, a separate Section II, pages 1 thru 5 of ENG FORM 4345-1, entitled "Plant Process and Discharge Description", must be submitted for each of the several distinct discharges from that facility. Many applicants whose discharges are of a "non-critical" type will need only to fill out a highly simplified version of Section II, as is explained in the following materials.

Other supplementary information which may be required by the District Engineer to evaluate fully an application must be submitted by the applicant upon request from the District Engineer.

Detailed instructions for filling out the form comprise the remainder of this material. Any problems which arise in completion of the form should be discussed with the appropriate office of the District Engineer in order to arrive at a mutually agreeable solution.



- II. Item by Item Instructions.
 - A. Section I. General Information (ENG FORM 4345).

Item 1.

- a. "State" refers to the State in which the activity described in the application is occurring presently or is planned to occur. If more than one State is involved list that State in which the majority of activities will occur.
- b. Use the same two-letter abbreviation for state names as is used by the U. S. Postal Service.
- c. The box labeled "Application Number" will not be completed by the applicant.

Item 2.

The "applicant", as the term is used in these instructions, is the person, agency, firm or other entity which owns or operates the facility or activity for which a permit is sought. The person signing on behalf of the applicant will therefore often have a different name.

- a. The applicant is generally the one for whose benefit a permit activity is undertaken. Thus, where any discharge is expected to occur, the applicant is the one who creates or controls the discharge or deposit. Similarly, where construction, dredging or other work is involved, the applicant is the owner or operator of the facility for whose benefit the construction is undertaken. In all cases the applicant's full legal name should be used.
- b. The person who signs the application form will often be the applicant himself; when he signs on behalf of the applicant, his title or relationship to the applicant should be shown in the space provided in Item 2. In all cases, the person signing the form should be authorized to do so by the applicant.

General signature requirements are stated on page 1 of ENG Form 4345.

Where an application involves a discharge, the person signing on behalf of a municipal, county, or intra-State regional governmental unit must be the principal executive officer of that unit; if the applicant is a State or multi-State agency, the application must be signed by that agency's principal executive officer or one who reports directly to him and is authorized tomake applications on behalf of the governmental unit. Applications submitted by an agency of the United States should be signed by an official who is authorized to evaluate environmental factors on an agency-wide basis.

Applications for dredging permits may be signed by the owner or proprietor for whom the proposed work will be beneficial or his duly authorize agent, who may be the dredging contractor. When the agent submits the application, each such application may include the work of more than one client provided the character of the work of each client is similar, in the same general area, and contiguous to a Federal project. If submitted by an agent, the application will be accompanied by a statement by each owner designating the applicant to act as his agent, and agreeing to furnish, upon request, supplemental information to support a determination that the proposed work is in the public interest, to include information on alternatives available and the impact of these alternatives in relation to the proposed work on the operating effectiveness of the facility to be served. The supplemental information required above usually would not be required where dredging activities are conducted (a) to maintain non-Federal dock and berthing facilities adjacent to authorized Federal projects, or (b) to increase depths in said facilities to correspond with increase in depths on an authorized Federal project.

Item 3.

Use full mailing address of the applicant's main offices. This often will not be the same address as is used to designate the work or activity (see Item 9).

Item 4.

The Corps of Engineers or other Federal agencies involved in permit applications may, in the interests of expediting the application process, need to confer with a person who is thoroughly familiar with the facts reported on the form. This person, although not usually the same as the signing official, is of course nevertheless subject to the provisions of law quoted below the signature line on page 1 of ENG Form 4345.

Item 5.

Use the date on which this application form is filled out. Do not use the date of earlier or original applications for the same activity.

Item 6.

Applications may require revision because of changed circumstances or the need to report proposed or revised requirements which affect the work or discharge. The "a" box should be checked only where the application is the first to describe its subject matter. Check the "b" box for all revisions or supplements, and fill in Item 7 as well.

Item 7.

Respond to Item 7 only if you checked box "b" in Item 6. Fill in the number which was assigned by the Corps of Engineers to the original application. This number is given to all applicants when the Corps acknowledges receipt of their original application.

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Item 8.

The full name of the facility where the proposed discharge, construction, or activity will occur, or presently exists, should be used. If there is no "facility", use a project name or description number.

Item 9.

The mailing address of the facility will often be different than that reported in Item 3. If no "facility" or mailing address exists, use a brief description of the location of the project site.

Item 10.

"Adjoining property owners" are those whose lands adjoin the lands upon which will occur the activities described in the application. Only those adjoining property owners whose lands also adjoin the waterway need be listed. A mailing address at which the owners may reasonably be expected to be reached must be furnished.

Item II.

The applicant should carefully examine his proposed or present activities in order to determine the full extent and nature of the work undertaken. Because some construction, dredging, or discharge may incidentally occur as part of any other activity, several boxes in this item may be checked.

- a. Dredging. Check box "a" if any dredging will occur during any stage of the proposed activity.
- b. The term "construction" incorporates new and existing structures as well as a wide variety of activities, including filling, diking, or the similar placing or erection of any substance or structure within or in close proximity to the waterway. It also includes any modification or expansion of a waterway, accomplished by digging, cutting, or other earth moving or similar work. Any structure, no matter how small, used to conduct or disperse a discharge is included within "construction."
- c. Box "c" should be checked whenever both construction, as defined above, and some discharge will occur.
- d. "Discharge only" refers to cases in which a liquid is diacharged into a waterway without the aid of any structure or defined water course. Wherever such a structure or conduit is involved check box "c" but do not check box "d".

Item 12.

An activity is considered to be of a temporary nature when the applicant intends to dismantle any structures or cease that activity in furtherance of some other goal, or in any event within a period of two years. An activity is not "temporary" if it occurs sporadically (as is the case with many discharges) and is expected to continue for some period in the future.

Where the temporary activity is a discharge, include in the answer the "discharge serial number" which has been assigned to that discharge (see item 5 in Section II below).

Item 13-15.

If boxes "c" or "d" were checked in Item 11 the applicant must complete Items 13, 14, and 15.

Item 13 refers to the volume of intake water used in the processes which result in the particular discharges described in the form. List the total of the intakes related to the several discharges described by the form.

Item 14 should be used to describe the processes or uses of water within the plant.

Because discharges into navigable waters will be more fully described in Section II of the application (ENG FORM 4345-1), Item 15 refers only to other discharges which might also occur. Estimate their volume in units of million gallons per day or fractions thereof. Thus, a discharge of only 10,000 gallons per day would be .01 mgd.

Item 16-18.

Information must be furnished which will indicate precisely where the activity will occur for which a permit is sought. That location may be the same as the mailing addresses listed earlier in Items 3 and 9, but will often vary significantly. Thus, for example, a facility at one location may produce effluents which are discharged at another location. Be sure that the actual location of the activity is correctly noted. Item 18 may be marked "N/A" where the activity is definitely not within the legal boundaries of a city or town (but if within a recognized unincorporated community, use that name.)

<u>Item 19</u>.

Use the name of the waterway by which it is usually designated on published maps of the area. If possible, refer to one of the map series published by the U. S. Coast & Geodetic Survey.

Items 20-21.

Basic features of each application are the maps and plans which show the location of the activities for which a permit is sought, and the general characteristics of any structures involved. Those drawings are attached to and form a part of the application, and if granted, the permit, and must be prepared in the form described. The detailed information required on the drawings will vary, depending on the particular activity for which application is made.

a. Dams.

Number of copies required. Four sets of drawings will be furnished, one set of which will be on tracing linen, vellum, or heavy tracing paper.

<u>Sizes of drawings</u>. The drawings will be on sheets 8 by 10-1/2 inches in size measured from edge to edge with a margin of 1 inch along the top 8-inch side for binding purposes. As few sheets will be used as necessary to show clearly what is proposed.

<u>Title of drawings</u>. Each drawing will have a simple title, in the lower right-hand corner, to identify the structure.

Location Map. A map on a small scale showing the location of the structure is always required, unless the other plans submitted clearly show the general location. The location map may be on a separate sheet, or may be drawn as an inset map on a corner of the sheet showing the details of the structure. It may be traced from a Coast Survey, Lake Survey, or Geological Survey chart, road map, or other general map, and will bear a note showing the number or title of such map or chart, thus: "Traced from U. S. Coast Survey Chart 273." The name of the waterway and the names of the towns and prominent points will be placed on this map, and any lines of latitude or longitude will be included on the map and identified. The location of the structure will be marked in red ink on all copies of this map.

Special instructions. All drawings must be drawn to scale and the scale will be shown graphically. The plan of the structure will show the high and low water lines on both banks of the stream. A typical cross section of the structure will show the type of construction and elevations of its pertinent features above the datum plane. Soundings and elevations will be shown in feet and referred to the established Government datum at the locality. The direction of the current will be indicated by an arrow. All maps must have the usual meridian arrow showing the north. When two drawings are shown on the same sheet they will be drawn so that their meridians are parallel. North will be at the top of the map. The essential features covered by the application will be outlined in red.

b. Piers, discharge structures, dredging, and similar construction.

Preliminary consultation with District Engineer. As the employment of a competent engineer or draftsman often will be necessary for the preparation of the drawings, applicants are advised to consult with the District Engineer, by letter or in person, in order that they may avoid the unnecessary expense of preparing drawings that do not meet the requirements of the Corps of Engineers.

Number of copies required. One set of drawings on tracing linen, vellum or heavy tracing paper, and three sets of prints are required. An exception will be made to the rule requiring a set of plans on tracing linen, vellum or heavy tracing paper, when the map or drawing is a part of a printed map or plan which is sufficiently clear to permit reproduction by the photographic process; and, in ordinary applications for dredging, all four copies of the map may be prints, which often may be secured from the District Engineer at small cost. In all cases four complete sets must be furnished. If no discharge is involved, drawings are not required for minor construction in unimproved waterways or in areas of improved waterways which are removed from the fairway used for navigation.

Size of drawings. The drawings will be on sheets of 8 by 10-1/2 inches in size, measured from edge to edge with a margin of one inch along the top 8-inch side for binding purposes. As few sheets will be used as necessary to show clearly what is proposed.

Scales. All drawings must be drawn to scale and the scale will be shown graphically. All maps must have the usual meridian arrow showing the north. When two drawings are shown on the same sheet they will be drawn so that their meridians are parallel. North will be at the top of the map.

Direction of current or tide. On all maps of rivers, or plans showing river areas, the direction of the current will be indicated by a suitable arrow. In tidal waters the direction of the ebb and flood tides will be shown.

<u>Datum planes</u>. All soundings and elevations will be shown in feet, and referred to the established Government datum plane at the locality. This plane is usually:

On the Atlantic and Gulf coasts, mean low water.

On the Pacific coast, mean lower low water.

On the Great Lakes, low water datum or mean lake level:

On rivers, low water.

Location of bench marks. Plans for structures or for non-structural discharges in tidal waterways will contain indication of the tidal range. Further information, including the location and description of any gage or bench marks that may be available, may be secured from the District Engineer.

Proposed work in red ink. All proposed work should be shown on the drawings in red ink. This will be done neatly and carefully so as not to obscure any details of the drawings. If desired by the applicant, the colored lines will be drawn in at the District Engineer's office. In the event modification of an existing structure is contemplated only the new work will be shown in red.

Title of drawing. Each drawing will have a simple title, in the lower right-hand corner, to identify the structure or work. The title should include a brief description of the activity, for example, "Proposed Pier in Smith River, at Brown City, County of Jones, Michigan;" the applicant's name; and designation of number of sheets.

Location map. The requirements are the same as described above .under "a. Dams."

Detailed maps. The map of the proposed structure will show the shore line (both high-and low-water line) and any existing structure: in the immediate vicinity. On rivers, the drawing will show the high-and low-water line on both banks of the stream. The depth of water in the vicinity of the proposed structure will be shown by soundings. Where practicable, the proposed work will be referenced by distance and direction to some established monument of definite mark. If harbor lines have been established in the locality, these will be shown accurately on the drawings. The outer lines of the proposed structure will be drawn in red ink on all copies.

Maps for pipes, cable, etc., under water will show the shore line (both high- and low-water lines), any existing structures, cables, etc., in the immediate vicinity and in red ink on all copies, the alignment of the proposed pipe or cable. The depth in the vicinity of the crossing will be shown by soundings. A note on the map will state the purpose of the pipe or cable and describe it sufficiently for its identification, as other installations of the kind may exist already or be placed in the same locality in the future. The profile will show the bottom from bank to bank, low, and high-water lines, and, in red ink on all copies, the proposed pipe or cable in the navigable channel will be shown in figures.

Maps and plans for overhead cables are similar to those required for under water cables. They will show in figures the minimum clearance of the lowest part of the cable above high water and above low water and the heights at supports.

Maps for dredging will show the area to be dredged, and the exact locality for the disposal of the excavated material. Both these areas will be drawn in red ink on all copies and suitably designated by words. Present depths on and in the vicinity of these areas will be indicated by soundings. The disposal area may be shown on the inset map or on a separate map if necessary. If the deposit is to be behind a bulkhead or other retaining structures, either in the waterway or on shore, the plans must be detailed sufficiently to show that the structure will be adequate to confine the material, or, where applicable, to prevent the return or leaching of the material into the waterway. The depth of dredging below the datum plane and the amount of material to be removed in cubic yards will be shown by an appropriate note.

Maps for dolphins, piles, etc., should how in figures the elevation of the tops of the piles or dolphins with reference to high water.

Plans of structures. A plan and cross section of all structures will be shown and in addition an elevation of the structure will be included, together with a profile of the bottom extending at least 100 feet beyond the end of the structure. A typical cross section of the structure will show the type of construction and show in figures the elevation of the deck or top above the applicable datum plane. The outer lines of the proposed structure will be drawn in red ink on all copies. The elevation of the deck or top above the datum plane will be shown in figures.

Plans for outfall pipes will show the shoreline (both high-and low-water lines), any existing structures in the immediate vicinity, and the vertical and horizontal alignment, the size, the length and the type of the pipe. The depths in the vicinity of the pipe will be shown by soundings.

Additional instructions. Additional instructions covering the requirements which may be made necessary by special conditions in certain localities will be furnished the applicant by the District Engineer.

Sample drawings. Samples of drawings are in the back of this pamphlet. It is not intended that the form of lettering, conventional signs, etc., must conform to these samples.

Item 22.

Numerous requirements of law govern the type of activities for which a Corps of Engineers permit may be required. Thus, the certifications required by Section 21(b) of the Federal Water Pollution Control Act and discussed above at page shall be listed here, as should all approvals or denials issued by interested agencies. Where a certificate or description of impact has not been obtained, include a description of whatever applications have been made for such a doument. Applicants need list only those approvals or denials which relate to the activity for which a permit is requested.

Item 23.

April 3, 1970 was the effective date of the Water Quality Improvement Act of 1970, Public Law 91-224. Its provisions are now included within the Federal Water Pollution Control Act, the requirements of which apply to many of the activities for which permits may be issued. Check the box if the facility for which a permit is sought was in existence, or lawfully under construction, prior to that date.

Item 24.

The type of material dredged or used for fill should be described in terms which will identify its basic nature and characteristics. Examples of such descriptions might be "clean sand and gravel for commercial use," "river bottom sediment," or "sediment consisting of industrial wastes." The expected volume which is to be reported in cubic yards for the total project, should be measured by a specified method, some examples of which might be "scow load," "soundings," or "flow gages." A brief description of the proposed method of dredging should be included, for example, "pipe line," "clam shell," "drag line," etc.

Item 25.

Solid matter may be deposited in a waterway as the result of construction, dredging, or other activity as well as by discharges of liquid material in which solids may be suspended or dissolved. Where discharges are involved, further information relating to solids will also be required in Section II of this application (ENG Form 4345-1). All applicants must provide a narrative description of the means by which the total volume of any solids will be measured, and also a description of the manner in which that volume of solids may affect the waterway. Developing technoligies in these fields allow the use of many methods and systems, which should be explained by the applicant using terms which indicate the basic nature of the methods used. "Effect upon the waterway" refers to both the temporary and permanent state of the solids; thus, the effect may be "flocculate and settle out," "remain in suspension indefinitely," or "remain in suspension temporarily but will settle eventually."

Item 26.

Rates and periods of deposition should be reported in whatever terminology best describes the particular activity. A rate may be reported in cubic feet per second (cfs) or million gallons per day (mgd). More detailed information on the quantity of solids will be required of some applicants by "Part A" of the form. "Periods of deposition" may refer to batch discharges which occur several times per day, week, or month, or continuous discharges which occur over daily, weekly or monthly periods.

B. Section II. Plant Process and Discharge Description (ENG FORM 4345-1)

General Instructions. All Applicants whose activities include any discharge must prepare Section II of the form, entitled "Plant Process and Discharge Description" (ENG Form 4345-1) for each present, proposed new, or changed discharge pipe or outfall. Separate descriptions of each discharge are required even if several discharges originate in the same facility.

Applicants whose discharges result from activities that fall within the industrial categories specified by the Standard Industrial Classification (SIC) codes listed on page 3 of Section II (ENG Form 4345-1) are required to submit more detailed descriptions of the contents of each discharge. Part A of the form (page 4 of Section II) will be used by those applicants to report essential characteristics of the discharge; as necessary, the District Engineer will make available to the applicant other parts of the application form which will be used to report on additional characteristics of that discharge.

- <u>Item 1.</u> Check the appropriate box to which <u>this</u> discharge description pertains.
 - a. Present. If the discharge has been or is occurring.
 - b. <u>Proposed new or changed</u>. If the discharge has not been or is not now occurring but is planned for some future date.
- Item 2. Check this box if the activity or discharge is subject to an implementation schedule imposed by a governmental body for the purpose of water quality control. If this box is checked, attach a narrative description of the schedule. Include in the description the name of the issuing governmental body, the actions to be taken, the relevant interim dates and the status of compliance with those dates. The date of full completion must be included along with a statement of belief of whether or not completion of the plan will result in compliance with applicable water quality standards. If construction of treatment facilities is involved, the interim dates must include, as appropriate, submission of preliminary and final plans, award of construction contract, initiation of construction, and date of completion.

Items 1-9. The information required by these items will be similar to that supplied in Items 9 and 16-20 of Section I.

However, because discharges often occur at a different point than the process or activity which produces the discharge, the information supplied here relates to the specific point at which the described discharge occurs.

Discharge Serial Number. If you have more than one discharge, use a separate ENG Form 4345-1 for each. Assign a three-digit unique serial number beginning with 001 for the point of discharge covered by the first description. Discharge serial numbers must be consecutive for each additional discharge described; hence, the second discharge serial number would be 002, the third 003, etc.

Latitude and Longitude. State the precise location of the point of discharge in terms of Latitude (Item 7) and Longitude (Item 8). Seconds need only be reported to the nearest ten seconds. This information will be supplied by the District Engineer if the applicant is unable to provide it.

Waterway. Use the name of the waterway by which it is usually designated on published maps of the area. If possible, refer to one of the map series published by the U.S. Coast & Geodetic Survey.

- Item 10. If an application has been made to a certifying agency requesting a certification of reasonable assurance of compliance with water quality standards or a description of the impact of the discharge on the receiving body of water, provide the date of application and the name of the agency. If application has not been made, print "not made" in the blank provided for name of Issuing Agency. If the certification or description has already been received, attach a copy when submitting this form and check the appropriate space.
- Items 11-16. Several items in the form refer to Standard Industrial Classification (SIC) code numbers. These may be found in the 1967 Standard Industrial Classification Manual prepared by the Executive Office of the President, Office of Statistical Standards, which is available from the Government Printing Office, Washington, D. C.

Copies are also available at District Offices of the Corps of Engineers, Regional Offices of the Environmental Protection Agency, and at most public libraries.

- Item 11. Provide a brief narrative description of the activity which is responsible for the discharge using the following terminology:
 - a. General process which best describes the activity. Use the language used in defining the Standard Industrial Classification (SIC) code if possible.
 - b. Specific process or method used.

EXAMPLES:

- a. General Process. Manufacture of synthetic resins and man-made organic fibers.
- b. (1) Specific Process. Manufacture of Acrylic Nitrile fiber.
 - (2) Specific Process. Production of process steam.

If this discharge is the result of activities described by more than one SIC code; enter a description for each activity. Use additional sheets if required.

- Item 12. Specify four-digit Standard Industrial Classification (SIC) code number which best describes the activity or activities responsible for the discharge.
- Item 13 or 15. For each SIC code listed in Item 12, specify either the principal products in Item 13 or the principal raw materials in Item 15. Only one of the items need be completed.
- Item 14 or 16. If Item 13 was completed, specify in Item 14 the amount of principal products produced per day. If Item 15 was completed, specify in Item 16 the amount of principal raw material consumed per day. Daily average figures are to be determined by dividing the yearly total by the number of days in one calendar year that the activity was actually operating.

EXAMPLE:

SIC 2021 Butter 200 pounds

Item 17. A batch discharge occurs when wastes are found or collected in containers and the contents of the containers are then discharged either from the plant or to the regular in-plant waste stream. Specify the average number of batch discharges per day.

- Item 18. Specify the average volume (in gallons) per batch discharge.
- Item 19. If Item 1(a) was checked, specify the date the discharge began.
- Item 20. If Item 1(b) was checked, specify the date the discharge or changed discharge will begin.
- Item 21. Provide in this space a brief narrative description of the waste abatement practices currently in use which affect this discharge. Discuss those process changes, changes in raw materials, recycling methods, wastewater treatment equipment, and other techniques employed that contribute to waste abatement procedures in connection with this discharge. In addition, describe the scope and nature of wastewater abatement procedures at this plant using the codes for abatement practices and equipment which are listed below.

List the six-letter codes of the processes in the order in which the abatement measures are applied, so that they can be reconstructed into a flow diagram. For example, a facility using wastewater abatement procedures in the sequence; surface condensers, local trap, reuse of water, screening, neutralization, chemical treatment, chemical coagulation and sedimentation, sludge vacuum filtration, and land disposal, would be coded as: ESURFA, LOCALS, RECYCL, PSCREE, CNEUTR, CCHEMI, TSEDIM, SVACUM, SLANDD.

POLLUTION ABATEMENT PRACTICES - INDUSTRIAL WASTEWATER

IN-PLANT CONTROL MEASURES E Series - Engineering Design Considerations

ESEPAR Installation of separate drainage systems

ESEGRE Segregation and collection of specific wastes

ESURFA Use of surface condensers in place of barometric condensers

EMERGE Emergency storage facilities

ECOUNT Countercurrent use of chemicals and/or washwaters

EPUMPS Use of pumps and valves with special seals to minimize leakage

BOTHER Other

D Series - Process Design Modifications

DREACT Use of reaction chemicals or feed stocks producing minimum waste

DCHEMI Chemical regeneration

DDOWNG Downgraded use of chemicals

DELIMI Elimination of air blowing and water washing

DHYSIC Physical separators

DCHANG Change in design basis for chemical recovery facilities

DOTHER Other

R Series - Recovery & Utilization

RECOVE Recovery of material for rause in process

RDOWNG Downgraded use of spent chemicals in other processes

RUSEOR Use or sale of wastes as raw material for other processe

RECYCL Recycle or reuse of water

RHEATR Heat recovery

ROTHER Other

L Series - Local Pretreatment or Disposal

LOCALS Local separators and traps

LEVAPO Evaporation and incineration of noxious liquid wastes

LUSEOF Use of emulsion prevention chemicals

LOTHER Other

O Series - Operation Control

OMONIT Monitoring sewer effluents

OOTHER Other

WASTEWATER TREATMENT UNIT OPERATIONS

P Series - Physical Pretreatment

PEQUAL Equalization

PSCREE Screening

PAERAT Pre-aeration

PSEDIM Sedimentation

PFLOAT Flotation

PTEMPE Temperature control

POTHER Other

C Series - Chemical Pretreatment

·CNEUTR Neutralization

CCOAGU Primary chemical coagulation

CCHEMI Chemical treatment

CODORC Odor control

CNUTRI Nitrient addition

COTHER Other

B Series - Biological Treatment

BSTABI Stabilization basins

BACTIV Activated sludge

BTRICK Trickling filter

BAERAT Aerated lagoon

BANERO Anerobic contact (6 to 12 hours)

BAPOND Amerobic pond (3 to 30 days)

BDENIT Denitrification

BSOLID Aerobic or anerobic digestion of solids

BOTHER Other

S Series - Sludge Handling

STHICK Thickening

SLACOO Lagooning or drying bed

SCENTR Centrifugation
SVACUM Vacuum filtration
SDRYCO Dry combustion
SWETCO Wet combustion

SLANDD Land disposal

SEADIS Sea disposal

SOTHER Other

TS Series - Terminal Secondary Treatment

TSBIOL Biological sedimentation

TSEDIM Final chemical coagulation and sedimentation

TSANDF Sand filtration

TSDIAT Diatomite filtration

TSCHLO Chlorination

TSOTHE Other

ADVANCED WASTE TREATMENT

T Series - Temperature Change Processes

TEVAPO Evaporation

TFREEZ Freezing

TDISTI Distillation

TEUTEC Eutectic freezing

TWETOX Wet oxidation

TPROCE Process residue, handling and disposal

TOTHER Other

M Series - Miscellaneous

MADSOR Adsorption

MELECT Electrodialysis

MIONOX Ion exchange

MSOLVE Solvent extraction

MREVER Reverse osmosis

MFOAMI Foaming

MTREAT Electrochemical treatment

MOTHER Other

W Series - Treated Wastewater Disposal

WCONTR Controlled discharge

WSURFA Surface storage and evaporation

WDEEPW Deepwell disposal

WSPRAY Surface (spray) irrigation

WOCEAN Ocean disposal

WDISCH Surface discharge

WOTHER Other

0000258

- Item 22. For each of the four parameters listed on the left side, enter in the appropriate box the value or code word answer called for. Each parameter has been assigned units as specified. If you report in the specified units, make no changes. If you choose to use different units, follow the directions below:
 - a. To report flow in Million Gallons Per Day (MGD) or Gallons per Minute (GPM), line out the numbers 00056 and insert 50050 or 00058 respectively below the printed numbers.
 - b. To report temperature in degrees Centigrade, line out the printed numbers and insert 74026 below the printed numbers for Winter and 74025 for Summer.

"pH" is a measurement of the water's acidity, which should be reported in standard one or two digit units. It can easily be determined using standard and readily available methods, such as litmus paper. Where necessary, the District Engineer may require more detailed testing methods.

Many applicants, before using their intake water, find it necessary to treat it in some fashion. Where such treatment occurs, columns (1) and (2) ("Untreated Intake Water" and "Treated Intake Water") must both be filled in. Specify in column (1) the flow, pH and temperature of the water entering the plant before any preliminary water treatment and in column (2) the flow, pH and temperature of the process water after any preliminary water treatment. If there is no preliminary water treatment, response only to column (2) is mandatory, since the information in both columns would be identical.

Values or code word descriptions, as appropriate, should be filled in for each parameter in columns (3), (4), (5), (6), and (7). Columns (3) and (4) and (5) refer to the water discharged from the plant. Columns (6) and (7) refer to sampling frequencies and methods.

- Column (3) Enter average daily value when discharge is occurring.
- Column (4) Enter minimum value expected in operating year.
- Column (5) Enter maximum value expected in operating year.
- Column (6) Enter frequency of sampling that was used to determine reported value as follows:

Enter DYLY if sampling was daily.

Enter WKLY if sampling was weekly.

Enter MNLY if sampling was monthly.

Enter OTHR if sampling was another frequency - indicate in remarks what that frequency was.

- Column (7) This column is for reporting the use of continuous monitoring. Enter one of the following for each parameter:
- **REC** if the parameter is continuously monitored and its value recorded.
- MON if the parameter is continuously monitored but its value is <u>not</u> recorded.
- ABS if continuous monitoring is not employed.
- Item 23. The contents of a waste discharge must be indicated by notations following each of the parameters listed in this item. If the continual or occasional presence of that parameter is known or suspected, check the PRESENT box. It its presence is neither known nor suspected check the Assimit box. When doubt exists regarding the meaning or identity of a particular parameter, enter a question mark (?) in the PRESENT column, and confer with the Regional Office of the Environmental Protection Agency or the District Office of the Corps of Engineers.
- Item 24. All known hazardous or potentially hazardous materials in each plant should be inventoried, in order to insure that there is no possibility that such material may enter the discharge. In Item 24(a), check whether this inventory has been performed. In Item 24(b), if the answer to Item 24(a) was yes, then sheck whether or not steps have been taken to insure that such materials do not enter the discharge.
- Item 25. The remarks space may be used as necessary to explain particular answers supplied to any of the items above.

The replies supplied to the items discussed above complete the basic reporting requirements which are required of all applicants. The rest of ENG FORM 4345-1 is designated "Part A," and need be filled out only by those applicants whose discharge results from an activity which is included within any of the Standard Industrial Classification code (SIC) categories listed on page 3 of ENG FORM 4345-1. If the activity does not fall in that list you are not required to complete Part A and are only required to complete Sections I and pages I through 3 of Section II.

INSTRUCTIONS FOR PART A (Pages 4 and 5 of ENG FORM 4345-1)

The information required in Part A is to be based on sampling that you believe will result in representative values of the contents of your activity's discharge. Good faith attempts to provide such representative values which inadvertently result in erroneous results will not be penalized.

The applicant must report all required parameter values. Table A contains all parameters with their accuracy levels, test descriptions and references. The parameter values can be determined either by use of one of the standard analytical methods as described in Table A or by other accepted techniques. If the test used is not one shown in Table A, the test procedure should be referenced in "Remarks" or on a separate sheet. If it is certain that one or more of the required parameters is not present in the initial untreated or treated process water and/or the discharge, enter an "A" (meaning "absent") in the appropriate space.

In the upper right hand corner of the form in the box marked "Discharge Serial No." enter the serial number for the discharge covered by this description. This number should be the same as that entered for this discharge in Item 6 above.

The standard reference works listed in the columns of Table A are:

- 1. Standard Methods for the Examination of Water and Wastewaters, 13th Edition, 1971 American Public Health Association, New York, New York 10019.
- 2. A.S.T.M. Standards, Part 23, Water; Atmospheric Analysis, 1970, American Society for Testing and Materials, Philadelphia, Pennsylvania 19103.
- 3. W.Q.O. Methods for Chemical Analysis of Water and Wastes, April 1971, Environmental Protection Agency, Water Quality Office, Analytical Quality Control Laboratory, 1014 Broadway, Cincinnati, Ohio 45202.

Copies of the publications are available from the above sources, or for review in the District Engineers Offices and the Regional Offices of the Environmental Protection Agency.

- Column (1) of Part A describes the water entering the plant before any preliminary water treatment. Enter average daily concentration in milligrams per liter (mg/l).
- Column (2) describes the water entering the process after any preliminary water treatment. Enter average daily concentration in mg/l.
- Column (3) Maximum Concentration Enter maximum concentration actually observed or estimated in the discharge in mg/1.
- Column (4) Maximum pounds/day/process unit Enter maximum pounds per day per process unit in discharge. Process unit is defined as the unit used in describing either the principal product or principal raw material in Items 13 or 15 of Section II. Indicate in Remarks which one was used.

- Column (5) Maximum pounds/day Enter the maximum amount (in pounds) in discharge in any day when plant is in operation.
- Column (6) Daily Average Concentration Enter average daily (when plant is in operation) discharge value in mg/1.
- Column (7) Average pounds/day Enter the daily average amount (in pounds) in discharge when plant is operating.
- Columns (8), (9), (10), and (11) describe sampling methods and frequencies.
- Column (8) Sample Type-Enter one of the following:

AVER for average grab sample COMP for composite sample CONT for continuous sample

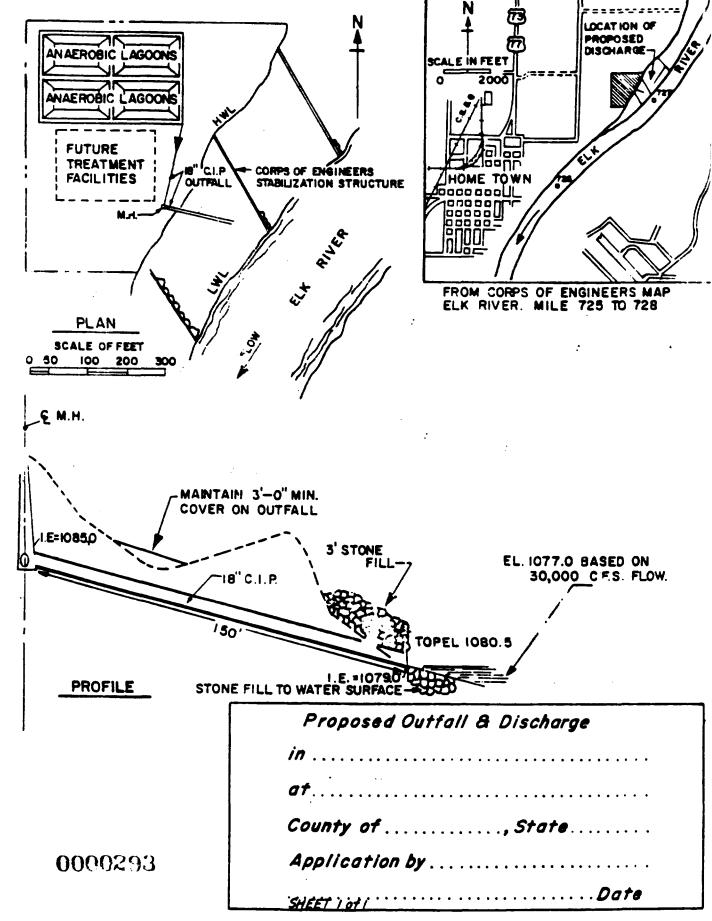
Column (9) Enter frequency of sampling that was used to determine the reported value as follows:

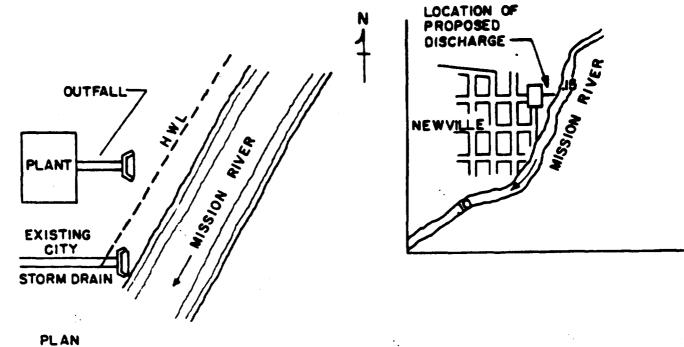
Enter DYLY if sampling was daily Enter WKLY if sampling was weekly Enter MNLY if sampling was monthly

Enter OTHR if sampling was another frequency. Indicate in remarks what that frequency was.

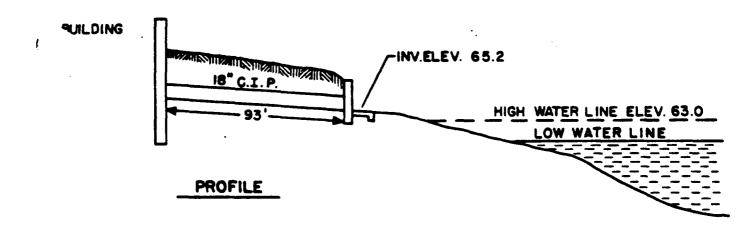
- Column (10) Method of Analysis Enter standard used to determine the reported value (Standard Methods, ASTM, FWQA, or other).
- <u>Column (1)</u> This column is for reporting whether or not continuous monitoring is employed. Enter one of the following for each parameter.
 - REC if the parameter is continuously monitored but its value recorded.
 - MON if the parameter is continuously monitored but its value is <u>not</u> recorded.
 - ABS if the paratmeter is not continuously monitored.

This is the end of Part A.





SCALE I" = 200"



0000294

FORM APPROVED GMU NO. 49-R 0408

		, DE	PARTMENT OF THE	E ARMY, CORP	OF ENG	INEERS		
	APPLI	CATION FOR PERI	HIT TO DISCHARGE OF	R WORK IN NAVI	GABLE W	ATERS AND	THEIR TRI	BUTARIES
SEC	ECTION I. GENERAL INFORMATION		1. State	Application Number (to be assigned by Corps of Engineers)				
SECTION (, SENERAL INFORMATION				Div.	Dist.	Туре	Sequence No.	
2. N	ame of applicant	and title of signing	official	<u> </u>			······································	
3. M	lailing address of	applicant						
		 			 		r	
4. N	ame, address, tel	ephone number and	title of applicant's author	rized agent for per	mit applica	tion coordin	ation and cor	respondence.
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	•							
NOT	TE TO A 991 10 A	NT. Balance the se	- bloc socialed (Thereis	for Mark and San	atures in a	ad for Disch	erner or Deor	eits into Navigable Waters"
b. c. d. Fees Signs	entitled "Confi mercial or finar fidential treatm attached sheet, information. The applicant's If additional sp that sheet the ir Drawings requi if applicable, or of Section II be If any discharge additional point sture If a discharge is an official of the by the principal the application If no discharge	dential Answers" micial information of ient can be considered hell furnish such sup ace is needed for a ce tem numbers to whis red by items 20 and spies of a water qual pies of a water qual illow), the additional or deposit is involve to discharge or dep involved, an applica e rank of corporate e rank of corporate e rank of corporate involved, an applica is involved, an applica is involved, an applica erank of corporate involved, an applica erank of corporate involved, an applica erank of corporate involved, an applica erank of corporate involved, an applica erank of corporate and the signed by a is involved, an applica erank of corporate erank of	ust be used to set out infa a confidential nature. The donly for that information only for that information of the plementary information omplete response to any chanewers apply. 21 should be attached to lity certification or a writinformation sheet(s) in information sheet(s) in its ed, an application fee of losit. Introduction sheet in the process of the president or short applications general partner or the president may be signed by carting may be signed by	ormation which is to information must be information must be contents and free as is required by the state on this application. (Item communication "c" above, and the substitution of the communication must be substitution or apports directly on behalf of the corporation. Other sight the applicant or his rize the activities of the corporation must be substituted to the applicant or his rize the activities of the corporation must be substituted to the applicant or his rize the activities of the corporation must be substituted to the activities of the corporation must be substituted to the corporati	considered to clearly in cific writte quency of me District attach a shotter paper in which de confidenti initted with gned by the to such properation, nature requires authorize described he	by the application of the control of	cant to constitute of confidentialist precognized order to evaluate the attached quality impains sheet described to the attached executive officer of a partnershe discussed in	ty has been made on the as confidential or privileged ate fully an application, information." Indicate on to this application include, at (see I tem 22 and I tem 10 libed in "a" above, tional \$50 is required for each ar of that corporation or by and who has been designated lip or a sole proprietorship, the pamphlet.
	CONCERNED IN THE	s application, and tr	raft to the best of my kin					
		on 1001 provides the			G. (J. 13)	ure of Appli		Ifully falsifies, conceels or
	covers up by an or uses any fals	y trick, scheme, or o writing or docume	device a material fact, or	makes any false, fi tain any false, ficti	ctitious or	fraudulent s	tatements or	representations, or makes y, shall be fined not more
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	Date received, fo			Major?		rm not com	1	
	but without of Date of Cert./Li	orm complete		- Date sent	·	DAA, D/I, A		
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ENG FORM MAY 71

	(Office use only)								
mo dev yr									
6. Check type of application:	7. Number of original application								
a. Original b. Revision									
8. Name of facility where discharge or construction will occur.									
9. Full mailing address of facility named in item 8 above.	•								
10. Names and mailing addresses of all adjoining property owners whose p	roperty also adjoins the waterway,								
11. Check to indicate the nature of the proposed activity: a. Dredging b. Construction a. Cor	struction with Discharge b. Discharge only								
12. If activity is temporary in nature, estimate its duration in months.									
If application is for a discharge:									
13. List intake sources									
•	· Estimated Volume in Million								
Source									
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ENG FORM 4345

If structures exist, or precise location of th	dredging, filling or other co e activity must be described	nstruction will occur, the	(Office use or	niy)	
	oundaries within which the	structures exist or the	<u> </u>		
activity will occur.	itate .	County	City o	r Town	
16		17	18		
1	the location of the activity				
19		·			
20. Maps and sketches w	hich show the location and oints of discharge, must be	character of each structure of each structure of each structure of each structure.	r activity, including	any and all outfall devices, disp	persive devices,
fully shown on detail	work in navigable waters for led plans to be submitted w his form) has been submitted	rith this application, Note on	ought under 33 U.S the drawings those	.C. 403, the character of each s structures for which separate di	tructure must be echarge informa-
	denials granted by Federal,		cies for any structu	res, construction, discharges or	deposits
	Type of document	ld. No.	Date	Issuing Agency	
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23. Check it facility exis	ted or was quarterly under c	onstruction prior to April 3,	1970.		····
24. If dredging or filling	will occur:				
State the type of ma	terials involved, their volum	e in cubic yards, and the pro-	posed method of re	securement.	
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•					•
25. Describe the propose determine its effect :		on which will be used to mea	the volume of	any solids which may be depos	ited and to
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	•	•			
					
26. State rates and perio	ds of deposition described i	n Item 25.			
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FORM APPROVED OMB NO. 49-R 0408

DEPARTMENT OF THE ARM	•			*****	21174 2172			
APPLICATION FOR PERMIT TO DISCHARGE OR WORK	K IN NAVI	ABLE WA	ATERS AND	THEIR TRI	BUTARIES			
SECTION I GENERAL INFORMATION	1. State	Applicati	on Number (to be assigne	d by Corps of Engineers)			
SECTION I. GENERAL INFORMATION	<u> </u>	Div.	Dist.	Type	Sequence No.			
2. Name of applicant and title of signing official								
3. Mailing address of applicant								
· · · · · · · · · · · · · · · · · · ·								
4. Name, address, telephone number and title of applicant's authorized ag	ent for per	nit applica	tion coordina	stion and cor	respondence.			
•								
NOTE TO APPLICANT: Refer to the pamphlet entitled "Permits for Wo								
Before attempting to complete this form. Required Information a. All information contained in this application will, upon request, be entitled "Confidential Answers" must be used to set out information mercial or financial information of a confidential nature. The information fidential treatment can be considered only for that information for attached sheet. However, in no event will identification of the content information. b. The applicant shall furnish such supplementary information as is rec. If additional space is needed for a complete response to any item on that sheet the item numbers to which answers apply. d. Drawings required by items 20 and 21 should be attached to this apilicable, copies of a water quality certification or a written com of Section II below), the additional information sheet(s) in "c" about the section of the section	in which is a mation must which a spe ints and frequired by the third form, plication. Communication we, and the must be submitted in the second free the core. Other significant or his activities descriptions.	onsidered clearly interest of clearly interest	by the applications to a discharge be request of a discharge be Engineer in a sect entitled in which must be remarked information this applicate principal execution principal executions are dispent.	ant to constitute of the confidential of the c	itute trade secrets or com- ive which it applies. Con- ity has been made on the as confidential or privileged ate fully an application, information." Indicate on to this application include, act (see item 22 and item 10 ibed in "a" above, tional \$50 is required for each are of that corporation or by and who has been designated hip or a sole proprietorship, the pamphlet.			
18 U.S.C. Section 1001 provides that:	_		ure of Applic		196. Mr. Astaillian samaada na			
Whoever, in any matter within the jurisdiction of any department or covers up by any trick, scheme, or device a material fact, or makes a or uses any false writing or document knowing same to contain any than \$10,000 or imprisoned not more than five years, or both.	any false, fi	titious of	fraudulent st	atements or	representations, or makes			
FOR CORPS OF ENG Acronym name of applicant	INEERS U		res					
Date received, form not complete Date received, form complete but without certificate	-	•	m not comp	lete — —	^^			
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ENG FORM 4345					Page 1 of 3			

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5. Date	(Office use only)						
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6. Check type of application:	7. Number of original application						
	Revision 7. Residen						
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8. Name of facility where discharge or construction will occur							
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9. Full mailing address of facility named in item 8 above.							
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10. Names and mailing addresses of all adjoining property our	ers whose property also adjoins the waterway.						
	and the same property and a deposite with the second way t						
11. Check to indicate the nature of the proposed activity:							
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a. Dredging b. Construction	e, Construction with Discharge b, Discharge only						
12. If activity is temporary in neture, estimate its duration in	months,						
If application is for a discharge:							
If application is for a discharge: 13. List intake sources							
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ENG FORM 4345

If structures exist.	or drudging, filling or other con	etruction will occur, the	(Office use or	→			
precise losation of	the activity must be described.						
Name the corporate boundaries within which the structures exist or the activity will coore.							
16.	State	County 17.	City or 18.	Town			
•	at the location of the activity						
		•	•		,		
19	which show the location and o	sharacter of each structure of	r activity, including	any and all outfall devices, disp	ersive devices,		
and non-structure	points of discharge, must be a	ttached to this application.			·		
21. For construction or work in navigable waters for which a separate permit is sought under 33 U.S.C. 403, the character of each structure must be fully shown on detailed plans to be submitted with this application. Note on the drawings those structures for which separate discharge information (Section II of this form) has been submitted.							
22. List all approvals or denials granted by Federal, interstate, State or local agencies for any structures, construction, discharges or deposits described in this application.							
	Type of document	ld. No.	Dete	Issuing Agency			
					*		
23. Check if facility e	xisted or was lewfully under co	nstruction prior to April 3,	1970.				
24. If dredging or filli	ng will comer:						
State the type of	materials involved, their volume	in aubic yards, and the pro	posed method of m	essurement.			
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		•			•		
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		n which will be used to mee	sure the volume of	any solids which may be deposi	ted and to		
determine its effe	it upon the weterway.						
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				•			
26. State rates and pe	riods of deposition described in	Item 25.					
					•		
				0000300			



DEPARTMENT OF THE ARMY CHICAGO DISTRICT. CORPS OF ENGINEERS 219 SOUTH DEARBORN STREET CHICAGO. ILLINOIS 60604

NCCCO-P

17 February 1972

Mr. Leo Marubio Outboard Marine Corp. 100 Pershing Road Waukegan, Il. 60085

Dear Sir:

Due to administrative changes, all applications for Federal permits for work or structures in navigable waters must be submitted on ENG Forms 4345. These forms, plus an instructional manual, are available at this office or any Project Office of this District. A copy of these items is inclosed.

Your cooperation will be appreciated.

Sincerely yours,

l Incl as stated JOSE MELENDEZ

Chief, Permits and Statistics Branch

0000301

NCC FL 1381b 24 Jun 71

317-344-3900 MAY SECOLA, Division of WATERWAYS SABYGE

2000000

Triputy - Coly law Office Memo

DATE

February 1, 1972

TO:

L. Leo Marubio

SUBJECT: DIMOLITION OF GENERAL MOTORS COKE PLANT FACILITIES

order to prepare specifications pertaining to the demolition and removal of all buildings, facilities and equipment of the Coke Plant, the following information must be included.

It will be necessary to obtain a permit from the Army Corps of Engineers in order to dump concrete, brick, etc., into the Lake Michigan Harbor. Therefore, contact the Army Corps of Engineers Permit Section, Chicago, Illinois, Mr. Meranoeze; phone number 353-6436 for pertinent details.

Check with the utility companies regarding discontinuance of services.

- A. North Shore Gas Company Mr. Dick Schultz.
- B. Commonwealth Edison Mr. Robert Flint.
- C. Waukegan Water Works Mr. Chet Domke.

I am not certain, but it may be necessary for us to install a city water valve and meter directly off the city main because I believe the present meter and valve is located approximately 300 feet from Sea Horse Drive.

Investigate the high pressure sprinkler system. This would also be done through Chet Domke.

The bids will be based on the removal of all buildings, smoke stacks, equipment, railroad tracks and ties associated only with the General Motors property (not E.J. & E.), tanks, piping, etc.

Check with Commonwealth Edison on the disposition of their substation. I believe they own this.

The contractors who will bid on this job are:

- 1. Three-Oaks Wrecking Company (Joe Riccio).
- 2. Chicago Metals Corporation (Michael Rosenberg).
- 3. Waukegan Excavating. (Bernie Drew)

The general bid would include to remove all foundations 12 inches below grade. However, I want an alternate quote to remove all of the foundations over the Coke battery, and bases for the two smoke stacks.

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The spreason contractor must submit, in writing to Johnson Motors, the salease value of any and all salvage that was received from any and all companies, steer, scrap, cast from, or anything else of a dollar value or the is for internal tax purposes. The successful contractor must camp any and all permissable concrete, brick bats, into a predetermined area of Wankegan harbor. This fact must be clearly understood and included in their respective quotes.

Drawings of the property will be available for the contractors to review.

However, they are not to leave the Plant Engineering office. In otherwords, the contractor may review the prints, but cannot take them with them. included in the quotation will be the filling of the pond on the northeast corner of the property with debris, then leveled. The contractor shall be responsible to obtain all necessary and required State, City and local permits, licenses and fees. Included in this would be the necessary permits and safety precautions involving the dynamiting of any of the structures.

The quotation will be based on a 5-day week with the possible exception of safety precautions necessary and required for dynamiting. This may have to be done on a weekend. If so, it would be included in the original quotation and would not be deemed an extra. Perging of the gas lines shall be the responsibility of the successful contractor who will work in conjunction with the North Shore Gas personnel. The successful contractor shall not hire subcontractors unless said subcontractor has been approved by the owner.

The contractor shall furnish all the necessary labor, tools, equipment, transportation facilities, and supervision required for the completion of this job.

The contractor shall include in his quotation the time duration to complete the entire job.

If the contractor performs any work which is contrary to any ordinances or regulations without giving notice to the owner, he shall bear all punishments and costs arising therefrom.

The E.J. & E. Railroad services this land area. It will be the responsibility of the contractor to negotiate with the railroad regarding the use of these railroad facilities. The contractor shall make use and maintain, until the work has been completed, public liability and property damage insurance and constructural liability insurance of the type and in the form set forth by Johnson Motors Company.

A plot plan of the Coke facilities should be included in the specifications. This plot plan should include the location and description of the buildings, the railroad that is to be removed plus the tanks that are also to be removed.

A map or layout of the harbor area where the broken concrete and other brick-bat is to be dumped should also be included.

0000304

Plant Engineer

February 1, 1972

TO:

Mr. Leo Marubio

SUBJECT: DEMOLITION OF GENERAL MOTORS COKE PLANT FACILITIES

In order to prepare specifications pertaining to the demolition and removal of all buildings, facilities and equipment of the Coke Plant, the following information must be included.

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- C. Waukegan Water Works Mr. Chet Domke.

I am not certain, but it may be necessary for us to install a city water valve and meter directly off the city main because I believe the present meter and valve is located approximately 300 feet from Sea Horse Drive.

Investigate the high pressure sprinkler system. This would also be done through Chet Domke.

The bids will be based on the removal of all buildings, smoke stacks, equipment, railroad tracks and ties associated only with the General Motors property (not E.J. & E.), tanks, piping, etc.

Check with Commonwealth Edison on the disposition of their substation. I believe they own this.

The contractors who will bid on this job are:

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- 2. Chicago Metals Corporation (Michael Rosenberg).
- Waukegan Excavating. (Bernie Drew)

The general bid would include to remove all foundations 12 inches below grade. However, I want an alternate quote to remove all of the foundations over the Coke battery, and bases for the two smoke stacks.

0000305

Acomitinued)

2/1/72 Mr. Leo Marubio

The successful contractor must submit, in writing to Johnson Motors, the salcable value of any and all salvage that was received from any and all equipment, steel, scrap, cast iron, or anything else of a dollar value or more. This is for internal tax purposes. The successful contractor must dump any and all permissable concrete, brick bats, into a predetermined area of Waukegan harbor. This fact must be clearly understood and included in their respective quotes.

Drawings of the property will be available for the contractors to review. However, they are not to leave the Plant Engineering office. In otherwords, the contractor may review the prints, but cannot take them with them. Included in the quotation will be the filling of the pond on the northeast corner of the property with debris, then leveled. The contractor shall be responsible to obtain all necessary and required State, City and local permits, licenses and fees. Included in this would be the necessary permits and safety precautions involving the dynamiting of any of the structures.

The quotation will be based on a 5-day week with the possible exception of safety precautions necessary and required for dynamiting. This may have to be done on a weekend. If so, it would be included in the original quotation and would not be deemed an extra. Perging of the gas lines shall be the responsibility of the successful contractor who will work in conjunction with the North Shore Gas personnel. The successful contractor shall not hire subcontractors unless said subcontractor has been approved by the owner.

The contractor shall furnish all the necessary labor, tools, equipment, transportation facilities, and supervision required for the completion of this job.

The contractor shall include in his quotation the time duration to complete the entire job.

If the contractor performs any work which is contrary to any ordinances or regulations without giving notice to the owner, he shall bear all punishments and costs arising therefrom.

The E.J. & E. Railroad services this land area. It will be the responsibility of the contractor to negotiate with the railroad regarding the use of these railroad facilities. The contractor shall make use and maintain, until the work has been completed, public liability and property damage insurance and constructural liability insurance of the type and in the form set forth by Johnson Motors Company.

A plot plan of the Coke facilities should be included in the specifications. This plot plan should include the location and description of the buildings, the railroad that is to be removed plus the tanks that are also to be removed.

A map or layout of the harbor area where the broken concrete and other brick-bat is to be dumped should also be included.

0000306

R. M. Atkin Plant Engineer DATE

rebruary 1, 1972

TO:

Mr. Leo Marubio

SUBJECT:

DEMOLITION OF GENERAL MOTORS COKE PLANT FACILITIES

In order to prepare specifications pertaining to the demolition and removal of all buildings, facilities and equipment of the Coke Plant, the following information must be included.

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Check with the utility companies regarding discontinuance of services.

- A. North Shore Gas Company Mr. Dick Schultz.
- B. Commonwealth Edison Mr. Robert Flint.
- C. Waukegan Water Works Mr. Chet Domke.

I am not certain, but it may be necessary for us to install a city water valve and meter directly off the city main because I believe the present meter and valve is located approximately 300 feet from Sea Horse Drive.

Investigate the high pressure sprinkler system. This would also be done through Chet Domke.

The bids will be based on the removal of all buildings, smoke stacks, equipment, railroad tracks and ties associated only with the General Motors property (not E.J. & E.), tanks, piping, etc.

Check with Commonwealth Edison on the disposition of their substation. I believe they own this.

The contractors who will bid on this job are:

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- 2. Chicago Metals Corporation (Michael Rosenberg).
- 5. Waukegan Excavating. (Bernie Drew)

The general bid would include to remove all foundations 12 inches below grade. However, I want an alternate quote to remove all of the foundations over the Coke battery, and bases for the two smoke stacks.

0000307

(Continued)

The successful contractor must submit, in writing to Johnson Motors, the saleable value of any and all salvage that was received from any and all equipment, steel, sc.ap, cast iron, or anything else of a dollar value or more. This is for internal tax purposes. The successful contractor must dump any and all permissable concrete, brick bats, into a predetermined area of Waukegan harbor. This fact must be clearly understood and included in their respective quotes.

Drawings of the property will be available for the contractors to review. However, they are not to leave the Plant Engineering office. In otherwords, the contractor may review the prints, but cannot take them with them. Included in the quotation will be the filling of the pond on the northeast corner of the property with debris, then leveled. The contractor shall be responsible to obtain all necessary and required State, City and local permits, licenses and fees. Included in this would be the necessary permits and safety precautions involving the dynamiting of any of the structures.

The quotation will be based on a 5-day week with the possible exception of safety precautions necessary and required for dynamiting. This may have to be done on a weekend. If so, it would be included in the original quotation and would not be deemed an extra. Perging of the gas lines shall be the responsibility of the successful contractor who will work in conjunction with the North Shore Gas personnel. The successful contractor shall not hire subcontractors unless said subcontractor has been approved by the owner.

The contractor shall furnish all the necessary labor, tools, equipment, transportation facilities, and supervision required for the completion of this job.

The contractor shall include in his quotation the time duration to complete the entire job.

If the contractor performs any work which is contrary to any ordinances or regulations without giving notice to the owner, he shall bear all punishments and costs arising therefrom.

The E.J. & E. Railroad services this land area. It will be the responsibility of the contractor to negotiate with the railroad regarding the use of these railroad facilities. The contractor shall make use and maintain, until the work has been completed, public liability and property damage insurance and constructural liability insurance of the type and in the form set forth by Johnson Motors Company.

A plot plan of the Coke facilities should be included in the specifications. This plot plan should include the location and description of the buildings, the railroad that is to be removed plus the tanks that are also to be removed.

A map or layout of the harbor area where the broken concrete and other brick-bat is to be dumped should also be included.

0000308

Plant Engineer



Mr. Robert Atkins
Johnson Motors Corp.
Pershing Rd. & Lake Michigan
Plant #1
Waukegan, Illinois

Re: Demolition Chevrolet Coke Producing Plant.

Dear Bob:

Just a short note to inquire whether anything new has developed regarding the purchase of the Chevrolet Coke Producing Plant adjacent to Johnson Motors Corp., Plant 1, Waukegan, Illinois. I recognize and fully understand that you have been extremely busy and as a result unable to call.

I trust that shortly the legal aspects of the transaction will be settled and soon we will be in a position to sit down and negotiate a lower more attractive demolition price. Incidentally, as you and your staff are well aware after the property is acquired, demolition of the building improvements must commence prior to the end of the calander year in order to take advantage of the real estate tax adjustments for 1971.

Please feel free to call for any information and keep in mind that I am available to meet with you or Mr. Clay Conover at a moments notice regarding this or other matters.

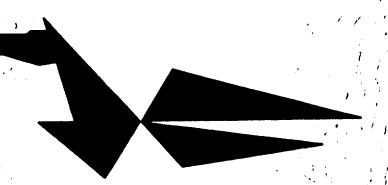
Most sincerely,

JRR/mb

JOSEPH R. RICCIO

0000309

"The Architect's Wrecker"



0000310

Johnson Motors

WAUKEGAN, ILLINOIS

INSTRUCTIONS TO BIDDERS
FOR THE DISMANTLING OF
COKE OVEN PLANT
FOR
JOHNSON MOTORS
SEA HORSE DRIVE
WAUKEGAN, ILLINOIS

- Proposed price shall include all materials, labor, taxes, insurance, royalties, permits, licenses, transportation, tools, equipment, superintendents, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done.
- Include a separate proposal price for Alternate #1 and Alternate
 #2.
- 3. All proposals to be submitted in duplicate, in sealed envelope with the name of bidder, date of bid opening and notation, "Bid for the dismantling of Coke Oven Plant for Johnson Motors" on face of envelope and deliver to: Johnson Motors, Sea Horse Drive, Plant No. 1, Waukegan, Illinois; Attention: Mr. Harold Carlson, Purchasing Department, not later than 2:00 P.M., February 29, 1972.

Leo Marubio
Plant Engineering
Johnson Motors

2/10/72

SPECIFICATIONS

FOR THE DISMANTLING OF

COKE OVEN PLANT

ΑT

SEA HORSE DRIVE

WAUKEGAN, ILLINOIS

FOR

JOHNSON MOTORS

200 SEA HORSE DRIVE

WAUKEGAN, ILLINOIS

FEBRUARY 7, 1972

Included herewith is the general layout pertaining to the demolition and removal of gas and coke production and storage facilities located on Johnson Motors Plant property on Sea Horse Drive, Waukegan, Illinois.

DEFINITION

The term "Owner" refers to Johnson Motors.

The term "Owner's Superintendent" refers to the Superintendent of the Plant Engineering Department of Johnson Motors.

The term "Engineer" refers to the designated engineer of Johnson Motors.

The term "Contractor" refers to the general contractor of this project.

The term "Work" includes such labor, methods, materials, supplies, tools, equipment, transportation, supervision and other facilities as may be necessary to complete the contract.

The term "Sub-Contractor" refers to any Contractor doing work in connection with this project, under contract with the Contractor.

SCOPE OF THE WORK

The work consists of demolition and disposal of the gas and coke production facilities, associated piping, equipment, structures, building and all other above ground appurtenances except the office building (12) and fire hydrants. Above ground appurtenances include any gas storage facilities; steam production facilities, including structures, associated piping, pumps and equipment; oil and tar storage facilities and contents; gas pumping equipment including structures and piping; gasoline pumping equipment; buildings and structures including the lab (13), meter house (24), shop (14), power house (15), stack (16), purification (17), service building (18), ovens (19), stack (20), condenser (21), two vertical tanks (22), horizontal tank (23), concrete saddles for tanks including those on Johnson Motor's property (23), quenching station (25), coke handling equipment (26), coal handling equipment (27), two cranes, Mead-Morrison Gantry, two tail cars, all railroad and tail car tracks except that owned by E.J. & E Railroad, conveyors and electrical distribution equipment.

It is the intent of this specification to encompass the razing and disposal of the entire portion of the gas and coke production facilities and contents as per appended map except as otherwise stated. This means that all existing structures not marked for exclusion from demolition, even if they are not included in the listed structures specifically by name, shall be removed.

Before the Contractor begins to demolish any structure or group of structures, he shall first check with the Owner's Superintendent to verify that all the services (electrical, water or gas) have been severed.

Alternate #1 - The foundation walls and floors to buildings, tanks, pits and other above ground structures shall be removed to 12 inches below ground level. Any piping or valves located within a building or in the yard shall be removed to 12 inches below ground level. Alternate #2 - The foundation walls and floors to buildings, tanks, pits, and other above ground structures shall be removed completely below ground level. Any piping or valves located within a building or in the yard shall be removed completely below ground level. Any valve basins, water hydrants, sewer manholes, etc., that are to remain intact and undamaged in the yard will be prominently marked by Owner with yellow paint or other form of identification. Although not included in the listed structures specifically by name, all existing structures not marked for exclusion from demolition shall be removed to 12 inches below ground level for Alternate #1 and removed completely below ground level for Alternate #2. This will necessarily include light poles, supports for steam lines, towers, telephone poles, pit or sump walls, etc.

Prior to the start of the dismantling operation, the Contractor will isolate and disconnect all electrical power.

It is the responsibility of the Contractor to shut off all gas and city water lines to this area. There will be no live gas lines above or below grade in the demolition area.

0000316

Service water lines will be valved off outside all buildings by Contractor. (It is desirable by Owner that the underground pressurized service water lines remain intact and undamaged). The existing fire hydrants in the demolition area shall also remain intact and it will be the responsibility of the Contractor to protect the hydrants against damage.

The underground sewer system shall also be spared damage. Where structures are toppled or where heavy equipment passes over these facilities, the Contractor shall provide protection at his own cost. The contractor is cautioned that this is a pressurized sewer system and it shall be his responsibility to exercise the necessary safety precautions.

Should damages occur as a result of Contractor's operations to any structure, manhole, sewer, piping, etc., clearly indicated in this specification or by visible Owner's markings that it is to remain intact, then the Contractor shall be held responsible for repairing this structure to a condition equal to its present condition.

Depressed areas such as basements, pits, sumps, the pond in the northeast corner of the property, or other structures having levels below yard grate shall be filled to ground level with an incombustible rubble. No single dimension of this rubble shall exceed 12 inches.

Depressed yard areas shall not be used for dumping rubble.

No materials shall be burned on the station property in violation of the city regulations. 0000317

Any water, oil, tar or residue remaining in the oil or tar storage tanks shall be removed from the site by Contractor. No tar, tar emulsions, oil, oily water, or any similar substances shall be discharged into the plant sewer system. Dumping area shall be approved by OMC.

Dynamiting any foundation or concrete structure by the Contractor will be done with strict observance of the regulations as set forth in the City of Waukegan Code with particular care being exercised in following provisions regarding number and size of charge, prevention of flying debris, signals and personnel protection. No dynamiting will be permitted at all unless prior approval is granted by Owner's Superintendent. No explosives of any kind or other hazardous materials belonging to the Contractor are to be stored on Owners property.

The Contractor shall drop both large stacks into an area agreed upon with Owner's Superintendent.

The Contractor will secure the approval of the Owner's Superintendent regarding methods, tools and equipment which he proposes to use to complete the holder razing.

The use of cutting torches will be permitted, but the Contractor's attention is called to the highly flammable nature of the oils and tar. As a result, the Contractor shall keep his working forces alerted for this hazard and will maintain at all times readily available fire extinguisher equipment.

- 2. The Contractor shall remove the oil storage tank and foundations to a point 12 inches below yard grade for Alternate #1 and remove completely below ground level for Alternate #2.
- 3. Dispose of gas, oil and sludge in tanks.
- 4. Concrete structures to be removed to a point 12 inches below yard grade.
- 5. During the performance of the work, the Contractor shall be responsible for all damages to the structures that are not to be removed underground sewers, natural gas lines, roadways and curbs, manholes, etc. The Contractor shall be responsible for restoring to their original condition, at no additional cost to the Owner, any of the aforementioned items that are damaged as a result of his demolition work.
- 6. The Contractor shall exercise care not to create hazards for Owner's personnel or the public and shall conduct his operations so as not to interfere unnecessarily with the Owner's business on the premises.
- 7. Scrap metal and debris shall be removed from the premises promptly.
- 8. Drawings of the property will be available for the Contractors to review in the Plant Engineering office. However, since there are only one set of prints, the prints cannot leave the Plant Engineering office.
- 9. Included in the quotation will be the filling of the pond on the northeast corner of the property with an incombustible rubble, then leveled.

- 10. The Contractor shall include in his quotation the time duration to complete the entire job.
- 11. The quotation will be based on a 5-day week with the possible exception of safety precautions necessary and required for dynamiting which may be included in the original quotation and would not be deemed an extra.
- 12. Perging of the gas lines shall be the responsibility of the Contractor who will work in conjunction with the North Shore Gas personnel.
- 13. The disposition of the main electrical substation shall be the responsibility of the contractor who will work in conjunction with Commonwealth Edison Company.
- 14. The installation of a city water valve and the safe dismantling of the high pressure sprinkler system shall be the responsibility of the contractor who will work in conjunction with the Waukegan Water Works.
- 15. The disposition of any telephone equipment shall be the responsibility of the contractor who will work in conjunction with the Illinois Bell Telephone Company.
- 16. The Contractor must submit, in writing to Johnson Motors, the saleable value of any and all salvage that was received from any and all equipment, steel, scrap, cast iron or anything else of a dollar value. This is for Johnson Motors internal tax purposes.
- 17. The Contractor must dump any and all permissable concrete, brick bats, into a predetermined area of Waukegan Harbor as indicated on appended map.

- into a predetermined area of Waukegan Harbor as indicated on appended map.
- 19. The E.J. & E. Railroad services this land area. It will be the responsibility of the Contractor to negotiate with the railroad regarding the use of these railroad facilities.

DEMOLITION - ELEVATED STEAM PIPING

The Contractor shall furnish all the necessary labor, tools and equipment to remove completely the high pressure elevated steam piping.

All supports shall be removed to a point 12 inches below yard grade for Alternate #1 and remove completely below ground level for Alternate #2. All piping, hangers and supports shall become the property of the Contractor after dismantling and his for disposal. Any piping insulation stripped from the lines shall be removed from the premises and not buried.

UTILITIES

The Contractor may make use of Owner's water or electrical services within the station property. Any extensions of these facilities for the Contractor's use shall be arranged for and paid for by the Contractor. The Owner's toilet facilities within the plant will be available to the Contractor's men, until such time as the building is demolished. Thereafter it will be necessary for the Contractor to provide his own washing and toilet facilities for his men.

WATCHMAN

Upon the start of the work, the Contractor will be responsible for safeguarding his equipment and salvage material at the job site.

PERMITS AND PUBLIC REGULATIONS

All necessary permits, licenses, etc., shall be procured by the Contractor at his own expense.

The Contractor shall give all required notices and shall comply with applicable laws, ordinances and regulations of any public authorities having jurisdiction.

If the Contractor performs any work which is contrary to any ordinances or regulations without giving notice to the Owner, he shall bear all penalties and costs arising therefrom.

OWNER'S SUPERVISION

The work shall be conducted under the general supervision of the Owner's Superintendent.

He shall interpret the contract and any supplementary specifications and drawings issued by the Owner, and his determination and decision shall be final and conclusive.

CONTRACTOR'S SUPERVISION

The Contractor shall maintain a competent superintendent, who is not a working tradesman, at the job site at all times to supervise the work and conduct it in cooperation with the Owner's Superintendent.

USE OF THE PREMISES

Before beginning the work, the Contractor shall inspect any of the Owner's storage space, offices, or other accommodations which may be made available to him by the Owner and shall arrange with the Superintendent for their use.

The Contractor shall not endanger any part of the premises or structures of the Owner by overloading or other hazardous practices.

Suitable space as may be mutually agreed upon by Owner and Contractor for the locations of the Contractor's offices, shops, or field houses, or for storage of materials, will be provided by the Owner without charge.

Any temporary buildings required by the Contractor shall be erected by him only with the Owner's consent; all such buildings shall be erected by Contractor at his own expense, and shall be removed at the termination of their usefulness or the termination of the work, without cost to the Owner. CLEANING UP

The Contractor shall at all times prevent accumulation, on the Owner's premises, of debris caused by the work and upon its completion shall remove from the site all such debris and also his tools, scaffolding and other surplus materials and shall leave the premises in a first-class condition.

In case of failure to do so, the Owner may remove the debris and charge the cost of the removal to the Contractor.

COMPLETION OF WORK

The Contractor shall provide all labor, tools, hoists, scaffolding and false work which may be necessary to complete the work. The Contractor's Superintendent shall maintain constant supervision of the work and conduct it in cooperation with the Owner's Superintendent or Engineer in accordance with all other work being done on the premises.

The Contractor shall determine the lines and elevations and shall lay out the work and be responsible for its correctness. He shall correct at his own expense all errors in the work arising from his inaccuracy.

Contractor shall arrange, schedule and carry on the work so as not to interfere with the operations of the Owner or with the delivery and execution of the work of others.

If, in the Owner's judgment, it is desirable, the Contractor shall, at the Owner's request, remove any employee from the work.

The Contractor shall not endanger any work by cutting, digging, or otherwise, except with the authorization of the Owner's Superintendent.

The Contractor shall use the utmost care and diligence to protect the public and company employees at all times from personal injury or property damage, and, if the scheduled work is within close proximity of public streets and sidewalks, shall pursue the work with the least possible interference to the use of these streets and sidewalks by the public.

OWNER'S RIGHT TO DO WORK

If the Contractor fails to carry on the work with the diligence necessary to insure the prompt completion of the work, the Owner's Superintendent and/or the Engineer may order him to employ more men, machinery, tools, etc., specifying the additional requirements. If Contractor fails to comply with such direction within six days from the receipt thereof, Owner may employ such additional men, machinery, tools, etc., as shall be necessary to complete the work promptly, and the cost thereof to Owner shall be deducted from any sums then or thereafter due Contractor under the contract; or Owner may elect to take over the work, and may use at his option any of Contractor's tools, plant, equipment, and materials which are on or about the premises; the amount due the Contractor for any such plant rental or materials to be determined by agreement between Owner and Contractor.

INDEMNITY

The Contractor shall defend any and all suits, claims and demands brought against the Owner by any person (including, but not limited to, third parties, employees of the Owner, employees of the Contractor or of any subcontractor, and their dependents or personal representatives) and shall indemnify the Owner and save it harmless from and against any and all suits, claims and demands whatsoever brought by any person (including, but not limited to, third parties, employees of the Owner, employees of the Contractor or of any subcontractor, and their dependents or personal representatives) for injuries to or the death of any person, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of or in connection with, or to be incidental to any of the work to be done by the Contractor hereunder, including the guarding of the work, whether or not such loss, injury or damage shall be caused or contributed to by the joint or concurring negligence of the Owner, its agents or employees.

The Contractor shall pay, liquidate, discharge and satisfy any and all judgments, awards or expenses which may be rendered against or incurred by the Owner on account of injuries to or the death of any person (including but not limited to, third parties, employees of the Owner and employees of the Contractor or of any subcontractor) or on account of loss or damage to any property whatsoever, caused by, arising out of or in connection with, or incidental to any of the work to be done hereunder, including, but not limited to, all costs of suit, attorneys' fees and reasonable expenses in connection therewith, whether or not such judgment, award or expense shall be rendered against or incurred by the Owner, in whole or in part because of the joint or concurring negligence of the Owner, its agents or employees.

LIABILITY INSURANCE

The Contractor shall take out, and maintain until the work has been completed, public liability and property damage insurance and contractural liability insurance of the type and in the form set forth in sub-sections (a), (b), and (c) below:

- (a) Contractor's public liability and property damage insurance with premises-operations and independent contractors' coverage, including coverage for explosion, collapse and damage to underground facilities (XCU hazards), under the terms of which the Contractor is the insured party.
- (b) Contractural liability insurance, under the terms of which the Contractor is the insured party, specifically covering the liability assumed by the Contractor under the terms of the contract covering the work to be done hereunder.
- (c) Automobile teams and trucks public liability and property damage insurance, under a comprehensive form.

The public liability insurance in sub-sections (a) and (b) above shall be in the amount of not less than \$1,000,000 for liability on account of injury to or the death of any one person, and not less than \$1,000,000 for a total liability resulting from any one accident. The property damage insurance in sub-sections (a) and (b) above shall be in the amount of not less than \$300,000 for liability on account of damage to or destruction of property resulting from any one accident and not less than \$500,000 for all property damage and destruction from the work to be done under the contract.

The automobile teams and trucks public liability insurance shall be in the amount of not less than \$150,000 for liability on account of the injury to or death of any one person, and not less than \$300,000 for the total liability resulting from any one accident. The automobile teams and trucks property damage insurance shall be in the amount of \$25,000. Both the form of such insurance and the company carrying such insurance shall be satisfactory in all respects to the company, and certificates of said insurance shall be filed with the company.

WORKMEN'S COMPENSATION INSURANCE

The Contractor shall take out, and maintain until the work has been completed, such insurance as will protect the company, the Contractor and any sub-contractors from claims under the Illinois Workmen's Compensation Act.

OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to make prompt payment to sub-contractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Engineers, or if he shall not perform the work in a prompt or expeditious manner, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner may without prejudice to any other remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor, and take possession of the premises and of all material, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

CHANGES IN THE WORK

Owner shall have the right to make any changes in the work, the contract price being increased or decreased accordingly. Except in an emergency endangering life or property, no claim for work involving additional cost shall be allowed unless it shall have been ordered in writing by the Engineer.

ASSIGNMENT OR SUBCONTRACT

Contractor shall not assign the contract or sublet any part of the work without first obtaining Owner's written approval. Approval of a subcontractor will not be given unless Owner has been furnished with satisfactory evidence that the proposed Subcontractor is carrying

Workmen's Compensation and Public Liability Insurance to the same extent and in the same manner as is herein provided to be furnished by the Contractor, and such approval, if given, shall not relieve Contractor from full responsibility for the work or the fulfillment of all obligations under the contract.

EXTRA WORK

No claims for extra work involving changes from plans and specifications shall be considered or allowed unless such work has been previously ordered by Owner in writing, and the increase or decrease in the contract cost has been determined and approved by both Owner and Contractor before execution.

PATENTS

Contractor shall indemnify and save harmless Owner from the payment of any royalties, damages, losses, or expenses claimed or established against Owner on behalf of any or all person or persons, firms or Corporations whomsoever, for, or growing out of any infringement upon Letters Patent of the United States in respect to any part of the materials used in the work.

UNIT PRICES

After the award of the contract, Owner will request Contractor for cost information or unit prices of equipment, or material furnished on the contract.

WARRANTY AND BOND

Contractor shall warrant and guarantee the work against all defects in material and workmanship for a period of one year from the date of completion and acceptance of all the work to be done under the contract.

Contractor shall provide and pay for at the signing of the contract a bond of an indemnity insurance company, satisfactory to Owner, in a sum equal to the full amount of the contract as a guarantee for the warranty herein provided for and for the faithful performance by the Contractor of the contract in all its terms. The contract shall not become operative until such bond is furnished.

PAYMENTS

Payments may be made as the work progresses and as specified in the contract. Any such payment shall not exceed eighty-five per cent (85%) of the value of the work completed based on the contract price, such value to be determined by the Superintendent and/or Engineer.

No certificate given or payments made shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective work.

WAIVERS OF LIEN

The Contractor shall submit to the Owner with each request for partial payment a sworn statement pursuant to Section 5 of the Mechanics' Lien Act, listing parties from whom materials used in the work have been purchased or procured by Contractor, and of the amounts due or to become due each, together with partial waivers of lien from the Contractor and all subcontractors and materialmen.

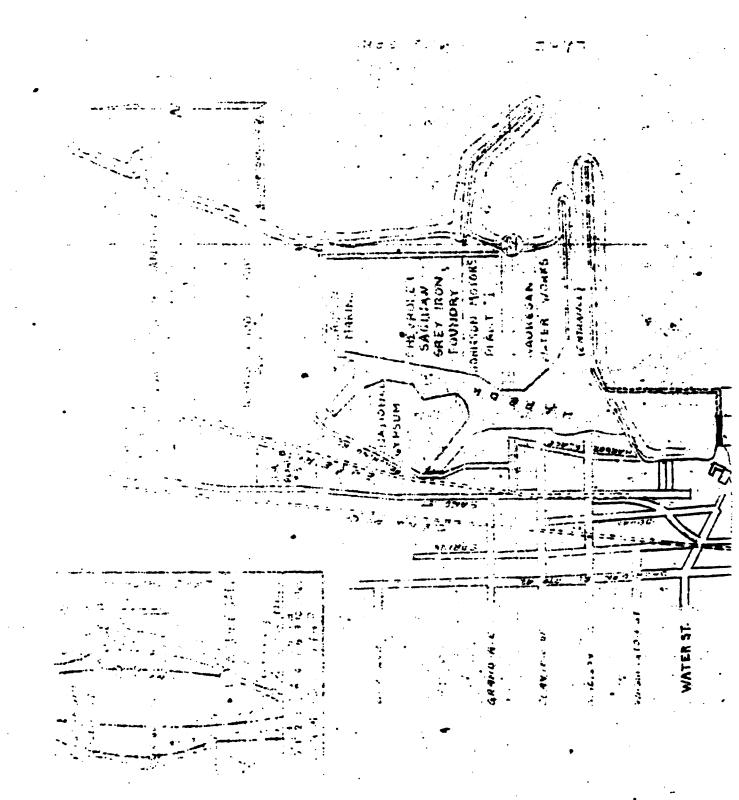
Before final payment is made, Contractor shall submit a sworn statement pursuant to Section 5 of the Mechanics' Lien Act together with final waivers of lien from the Contractor and all subcontractors and materialmen. Acceptance by Contractor of final payment on the contract price shall constitute a waiver of all claims against Owner.

ORDINANCE AND REGULATIONS

All work performed under this contract will comply with any and all requirements of local and state ordinances, safety orders of the State Industrial Commission, and conform to the latest applicable federal 0.S.A.H.A. regulations.

LAKE POLLUTION

The Contractor is responsible for any spillage of pollutants into the lake, whether accidental or otherwise. The Contractor will bear all penalties and costs arising therefrom.





DUTBOARD MARINE

WAUKEGAN

ILLINOIS 60085 . CABLE ADDRESS . OMCORP

ADMINISTRATIVE

MARINE ENGINEERING
MARINE ENGINEERING-ENGINE SECTION
300 PERSHING ROAD TEL. 689-6200

MARINE ENGINEERING-BOAT SECTION 3145 CENTRAL AVENUE TEL, 244-1100

August 3, 1972

RECEIVED

AUG 4 1972

Mr. Gerald Larsen Larsen Marine Service, Inc. 625 Sea-Horse Drive Waukegan, Illinois 60085

R. M. ATKIN

Dear Gerry:

I am authorized by our Johnson Motors Division to offer you the small parcel of property desired by you which we acquired from General Motors. Actually this would be an exchange of property which would result in net additional land to you of 2,292 square feet. We would be willing to make this transaction in return for a payment from you of \$2,000.00 which will compensate us for our payment to General Motors plus necessary costs incurred in that acquisition.

We would also like you to have your attorney draft the deeds which would be exchanged. Perhaps the Thacker Engineering firm could supply the legal descriptions for the deeds; inasmuch as they have recently surveyed the two parcels.

If this is agreeable, we will be happy to execute the deed to you whenever it is ready.

J.R.Seeger is

NOO cc: Mr. R. M. Atkin

Sincerely,



DUTBOARD MARINE

WAUKEGAN

ILLINOIS 60085 . CABLE ADDRESS . OMCOR

ADMINISTRATIVE

MARINE ENGINEERING
MARINE ENGINEERING-ENGINE SECTION
TOO PERSONS AND TELL ARRESTORS

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If this is agreeable, we will be happy to execute the deed to you whenever it is ready.

J.R. Seeger

NOO cc: Mr. R. M. Atkin'

Sincerely,

DUTBOARD MARINE

To:

DATE

November 20, 1970

TO:

Mr. R. M. Atkin

SUBJECT:

I still plan to take up with General Motors the question of duplicate payment of appraisal and land survey expenses in connection with our acquisition of Coke Plant property.

In the meantime, I enclose some documents which are not necessary to my files and may prove useful to you at some time in the future.

J. R. Seeger

is enc.

LARSEN MARINE SERVICE, INC.

PHONE DELTA 6-5456 Complete Repair Service

625 PERSHING ROAD WAUKEGAN, ILLINOIS

December 31, 1973

JAN 7 1974 R. M. ATKIN

Mr. Bob Atkins
Johnson Motors
200 Sea Horse Drive
Waukegan, Il. 60085

Dear Bob:

Enclosed is our bill for the materials used to construct sixty feet of steel sea wall at the north end of your property acquired from General Motors. The bill also includes an invoice in the amount of \$1563.01 from Waukegan Excavating Company (copy enclosed). This is for removal of large stone and rubble in the construction area.

Per our agreement we are making no charge for the labor or equipment used to construct the sea wall. We also are making no charge for supplies such as welding rod, acetylene, oxygen, gasoline and diesel fuel. We have patched five holes in the old dock that adjoins the new installation and partially back filled behind the new and old dock. We will finish the back filling next spring when weather permits.

Please call me if you have any questions about the bill or the work performed.

Sincerely yours,

Jerry Larsen

00335

JL:ms

Enc. (2)

LARSEN MARINE SERVICE, INC. 625 PERSHING ROAD WAUKEGAN, ILLINOIS 60085 336-5456

Yacht	Waukegan, Illinois <u>December 31</u> 19 73
and/orJohnson_Motors	
200 Sea Horse Drive	
Waukegan, Il. 60085	

DESCRIPTION	OTHER ITEMS	LABOR	MATERIALS MERCHAND	
PREVIOUS BALANCE				
pieces MP115 U. S. Steel sheet piling 32256 1hs. e				
piece Cl2A " corner " 11.25 CWT			3623.	
Labor & equipment by Larsen Marine Ser., Inc. to				
unload piling		no	charg	
√60 feet 6" X 6" X ½" angle iron for whaler			270	
5 pieces 12" wide X 12' long channel iron for deadmen			86.	
7 pieces 1 3/8" dia. X 20' rods to tie whaler to			·	
deadmen			131.	
20 pieces 1" X 4" machine bolts, nuts & washers		-	20.	
10' length 12" dia. galv. culver pipe			33,	
12" galv. coupling for culvert pipe			3,	
			4173	
Occ. tax			208	
Freight charges on steel piling	189.00			
	189.00		4382	
Merchandise 4382.58				
Freight charges 139.00				
4571.53				
Waukegan Excavating Co. (Inv. #1601) 1563.01				
Total 6134.59				
NOTE: Culvert pipe was used to extend street				
drain from road in front of O.M.C. office				
through our new sea wall 3 ft. below water				
level. Original agreement on this street				
drain was made between Milt Larsen and Jack				
Seeger of O.M.C.				
0000336	1			
				

701CE Nº 1601

Waukegan Excavating Co.

EXCAVATING

SEWER & WATER MAIN CONSTRUCTION

3430 WASHINGTON ST. • WAUKEGAN, ILLINOIS 60085

Your Order No.

ate Movember 25, 1973

Sold To:

Larsen Marine Services, Inc.

Page 1 of 3

o: • 525 Sea Horde Drive

• Waukegan, Illinois 60085

QUANTITY	DESCRIPTION	AMOUNT	
-	Re: Rental of labor and equipment for work performed around harbor sheeting area; for Johnson Motors.	•	
)			,
August 29	8.5 Hours - 22B Crane @ \$33.00 1.5 Hours - Overtime Prem. @ \$6.75 1.0 Hours - Move 22B to Job @ \$33.00	280 50 3 32 33 00	
August 30	8.5 Hours - 22B Crane © \$33.00 .5 Hours - Overtime Pram. @ \$6.75	280 50 3 38	
ept. 18	9.9 Hours - 22B Crane @ \$33.00 1.0 Hours - Overtime Prem. @ \$6.75	297 OC 6 75	
Sept. 19 Sept. 19	3.0 Hours - 955 Cat Loader @ \$32.00 3.0 Hours - #708 6-Wheeler @ \$18.00 3.0 Hours - #707 6-Wheeler @ \$18.00	96 00 54 00 54 00	
Sept. 24	10.0 Hours - 22B Crane @ \$33.00 2.0 Hours - Overtime Pram. @ \$6.75	330 90 13 50	
Sept. 25 Sept. 25	1.5 Hours - 977 Cat Loader @ \$38.00 3.0 Hours - 5-Wheeler @ \$18.00	37 co 54 00	
	Total for above		\$1563.01
1 ::	000033	7	

WAUKEGAN SAND REMOVAL FROM JOHNSON OUTBOARDS

DATE	TRAILER NO.	TRUCK NO	TICKET NO.	GROSS WEIGHT	MATERIAL (SAND) NS	CU. YDS.	ACCUMULATIVE TOTAL IN CUI YARDS	REMARKS
7-15		דבר,8בד,767,46T,	(44) VARIOUS	d	964.5	08.	643.003	643.003	Justine =
7-10		722,727,727,729,729	(54) VARIOUS		1233.5	90	822.393	1465,396	Shokie Valley Asphalt
7-17		727,847,747,767,447	(20) VARIOUS		454	15	301.877	1767.273	
8-B		1704 C	8276	<u> </u>	3007	1.14	10.	1777.273	
8-12		705	7005				. 10	1787.273	
8-12		106	6173	1 de la com		\mathcal{L}_{L}	参10	1797,273	Bert Johanson
8-12-		709	أطاماعا			2.	10	1807.273	The second secon
8-12		725	6955-56-57			-	54	1864.273	
8-12		726	(10)8513-15 B573.30		p. C	`	342	2203.273	162yds - L3002 Edw Gray (Lakeland (:
8-1a		'.' 91,	16301-02-03-04-05		, et a		90	2293.273	
8-12		75	16351-52-53-54-55	4.5			6 90 -	2383.273	
8-12	(1) 3 se # (2) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	**- 428	(11) 8611 - A1			7:	. 198	2581.273	Bert Johanson
8-12		∵ лач ; ; ;	(11) 9022 - 32		一种		190	2001.203	
8-12:		;,7a9 ; ; j	(11)7201-11				198	2969.273	177
8:-12		์ สา	(11) 7251 -61				198	3167.273	
8 - 13		708	8134-35				20	3187.273	
8-13		710	12618-19		į		.ao	3207.273	SWkgn Ice Areng
8-13		725	6958-59		<i>I</i> ₁		36	3243.213	()
8-13		(90	(9) 8532-37 8539-41 (2) 8531, 85 <i>38</i>				198	3441.273	36 yas - L 3002 Edw Gray (Lakeland Co. 9a yas - Wkgn Tce Arena
8-13		728	(5) BLDD - 30		:		180	3621.273	90 vds - L3002
8-13		724	(6)9033-34,9039-42 (4)9035-36-37-38				180	3801.273	108 ýds - Wkgn Ice Arena 7 a vds - L3002
8-13		729	(6)7217-21 7213"" (3)7214-15-16				162	3963.273	II.OB yds - Wkgn Ice Arena
8 - 13	:	727	10)7262 - 70 7299				180	4143.2-3	When Tee Arena Commos

PERMITS FOR WORK IN NAVIGABLE WATERS



CORPS OF ENGINEERS

DEPARTMENT OF THE ARMY

1968

Photocopy of Cover of, Borket. APPRAISAL OF LAND

CONSISTING OF

SOUTH 2.89 ACRES

OF

CHEVROLET COKE PLANT

WAUKEGAN, ILLINOIS

FOR

ARGONAUT REALTY DIVISION

GENERAL MOTORS CORPORATION

SEPTEMBER 25, 1968

COTABLISHED (ab), 46 MINISTON & CO.

SCRIBNER & CO.

FIRST NATIONAL BANK BUILDING
CHICAGO, ILLINOIS 60603
CENTRAL 6-4204
AREA 312

September 25, 1968

Mr. Frank Nowak Argonaut Realty Division General Motors Corporation Detroit, Michigan

Dear Mr. Nowak:

You have requested our opinion of the fair market value of a small tract of land being the south portion of your Chevrolet Coke plant in Waukegan, Illinois. Our report is as follows:

DESCRIPTION OF AREA:

The City of Waukegan is located thirty-

five miles north of Chicago. It is the

largest industrial city along Lake Michigan between Chicago and the Wisconsin line. Its importance is due in some measure to its having a port of such size and capacity that ocean going vessels can be accommodated.

The land in question is located a block west of the shoreline of Lake Michigan. It consists of the south 2.89 acres of the Chevrolet Coke Manufacturing Plant. Adjoining it to the south is the plant of the Johnson Division of Outboard Marine Co. In the immediate area is another plant of the Outboard Marine Co., a plant of the National Gypsum Co., and its subsidiary Huron Portland

00007.1

REAL ESTATE

MANAGEMENT

APPRAISALS

MISURANCE

Cement Co. and a distributing plant of the Marquette Cement Manufacturing Co. The three latter companies are all located on the port of Waukegan and can be served by Great Lakes and ocean going vessels.

Nearby is the Larsen Marine, a large storage and repair yard for private pleasure boats.

A mile north is a power generating station of the Commonwealth Edison Co. and a large plant of the Johns Manville Co. used for manufacturing asphalt roofing.

The main retail section of Waukegan is a half mile to the west of the subject land.

Waukegan is served by both the Chicago and North Western Railway and the Elgin, Joliet & Eastern, which is solely a freight hauling railroad. It provides direct service to the Chevrolet and the plants surrounding it.

Waukegan is principally a "blue collar" city. Its residents are largely employed in the local industries. It has excellent transportation to Chicago and the north shore suburbs via the Chicago and North Western Railway commuter service.

DESCRIPTION OF LAND:

This is a long, narrow, slightly ir-

regular parcel of land. (See Exhibit A)

No survey was available. According to a plat furnished us, the

Mr. Frank Nowak

-3-

September 25, 1968

approximate dimensions are as follows:

East line	100 feet
West line	150 feet
South line	1,050 feet
North line	1,025 feet

Approximate total area - 125,550 sq. ft. or 2.89 acres.

This site is level along its east boundary with the adjoining land owned by Chevrolet. Along the south line it is one to two feet above grade of the Johnson Motor plant. The west line of 150 ft. which fronts on the harbor is improved with a steel bulkhead in good condition. We are informed that the cost of installing such a bulkhead can vary from \$200.00 to \$400.00 a lineal foot. This frontage is too short to accommodate a freighter.

This land has been used for the storage of coal and coke and is covered with a layer of that material. According to your local plant manager, the site is not filled land.

The sewer and water facilities of Waukegan are either on the premises or nearby so they could be extended to this land with a minimum of expense.

We wish to point out that on no boundary of this land is there frontage on any public street or alley. The east line is approximately 140 ft. from Pershing Road which is the main thoroughfare serving this area. In other words, this is a locked in parcel of land.

Zoning: M-3 - General Manufacturing under present City of Waukegan Zoning Ordinance.

-4-

Highest and Best Use: The greatest value of the land, because of its small size, elongated shape, and no road frontage, would be to join it with surrounding land. A second best use would be for a pleasure craft storage and repair yard.

VALUATION:

After some investigation only one recent sale of land of comparable size and located in the immediate vicinity was found. We also submit other pertinent data that is available.

- of Peoples Gas Light and Coke Company, owns 16.09 acres on Sand Street and Dahringer and the E. J. & E. Railroad, a half-mile north of the subject land. It has no frontage on the harbor. This tract is efferted at \$25,000.00 per acre with indications offices would be considered. It has been on the market for at least a year. It is served by utilities and rail. Adjoining it is a server or eight acre tract owned by the E. J. & E. Railroad who say their asking price would likewise be \$25,000.00 per acre.
- (2) In 1954 and 1958 Abbott Laboratories abquired 63 to 90 acres from the E. J. & E. Railroad by means of an exchange

September 25, 1968

contract. Subsequently 35 to 40 acres of this holding were sold to Johnson Motors. The latter was an "accommodation sale". Both transactions do not properly reflect market value and, therefore, are of no significance. This information is set forth to indicate that the transactions were investigated. The details of the sales were received from an officer of Abbott Laboratories, Inc.

- (3) The Waukegan-Gurnee Industrial Park located five miles to the northwest, is a complete industrial park offering land with sewer, water, completed roads and on some tracts rail service from the Chicago and North Western Railway. It has no harbor frontage. At the opening of the industrial park seven or eight years ago, land was offered at \$10,000.00 per acre, which has been increased at various times to its present price of \$17,500.00 per acre. Several industries have located there, including Hoerner Box and Anchor Hocking. The A. L. Hansen Manufacturing Co., formerly of Chicago, purchased 14 acres in 1967 and according to a July, 1968 report purchased an additional 22 acres at \$17,500.00 per acre.
- (4) Scribner & Co. are exclusive agents for 49.35 acres located at Floran 170 and bhokie thinking in Lake Bluff firm miles south of the subject property. This land is zoned for light industry and served by sewer, but a water line must be brought in

- à ·

from the east. There is no rail. Zoning restrictions are some $m_{\rm cons}$ severe and limit the marketability of the property. We are now ing a sales contract at \$10,000.00 per acre, subject to a zoning change.

- (5) A representative of an industry serving Wauker, and other locations, reasonably well acquainted with real estate to as of the opinion that land with harbor frontage in Waukegan is wort \$1.00 to \$1.25 per sq. ft. and land without harbor frontage has a value of \$.50 to \$.75 per sq. ft. This pertains to land in the value of that being appraised and assume that the site is of usable siz
- vicinity is the four acre tract located between Washington Street, if extended, and Madison Street with frontage on the harbor, purchased four months ago from E. A. Meyer by the Midland Cheman Division of the Dexter Corp. This tract is approximately one implies outhwest of the subject site. According to Mr. M. V. Robert of the Denter Corporation, the machine particles of the Street Street, the machine particles are some in the formage, or restangill minimization, and mass the age on the hard. In our opinion, it is a superior site to the subject by approximated 20%.

Mr. Frank Nowak

FINAL OPINION OF VALUE

-7-

In our opinion, the present fair cash market value of the land described in this report of approximately 2.89 acres, assuming good title, free and clear of all encumbrances, including taxes, is SIXTY-FIVE CENTS (\$.65) per square foot, the exact area to be determined by a survey.

Respectfully submitted,

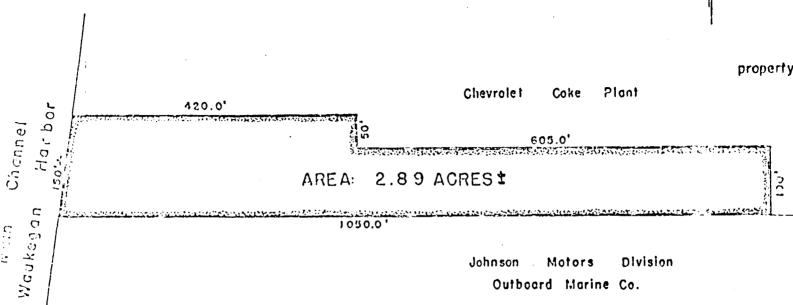
SCRIBNER & CO.

By

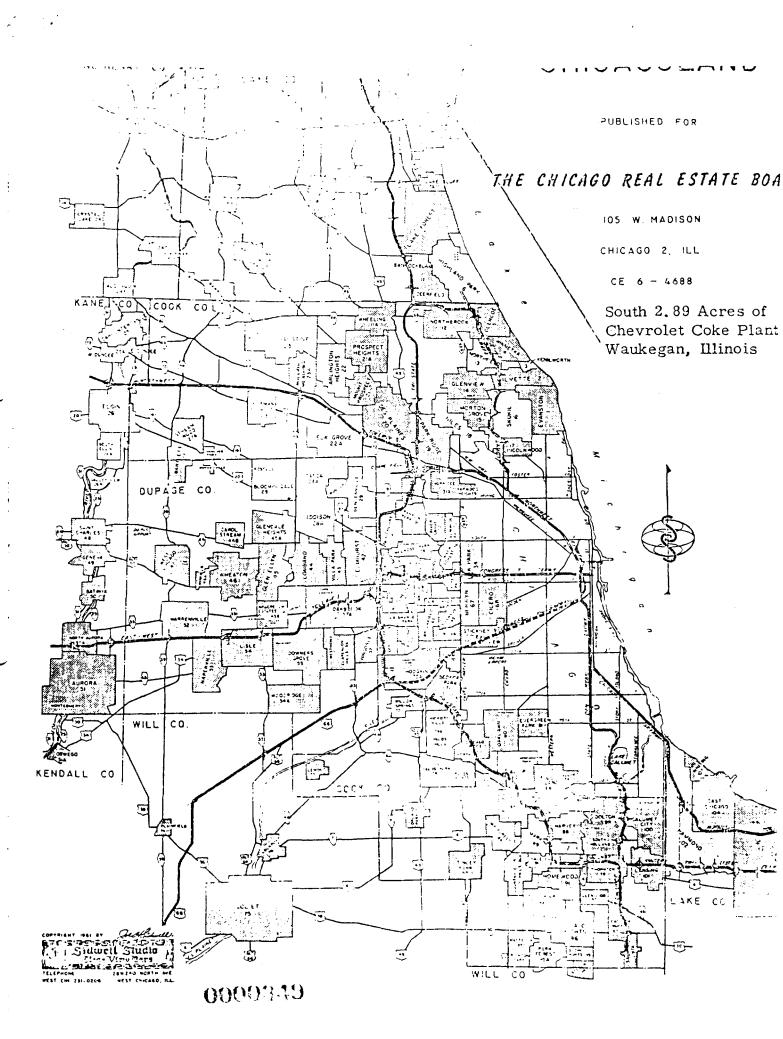
R. G. Ohlson

RGO:dd

RORTH



Outboard Marine Co.



QUALIFICATIONS OF R. G. OHLSON AD AN APPRAISER OF REAL ESTATE

- B.B.A. University of Minnesota.
- Graduate work at Morthwestern University and Loyola University, Chicago, Illinois.
- Completed Courses 1 and 2 given by the American Institute of Real Estate Appraisers.
- A Certified Property Manager member Institute of Real Estate Management.
- Engaged in the management, sale and appraising of real estate in Chicago and suburbs since 1932.
- In the employ of Scribner & Co., formerly Winston & Co., since 1932.
- For several years was assistant to the Chief Appraiser of the Mutual Life Insurance Company for the Chicago area.
- Has done appraisal work and testified in court on valuations made for the Chicago Board of Education and Board of Junior Colleges, District 508.
- Member of the Chicago Real Estate Board.
- Member of the American Institute of Real Estate Appraisers.
- Appraised properties for the Secretary of State, State of Illinois, both in Chicago and in other states.
- Active member of Society of Industrial Realtors.
- Has appraised property for law firms, estates, banks, corporations and Chicago Transit Authority.
- Acted as broker in the sale and lease of numerous industrial properties in Chicago and surrounding areas.
- Acquired sites for Abbott Laboratories, G. D. Searle & Co., Mosfigurer, Ward % Co., Western Electric Co., American Can Co., and others.

Office Memo

Church Cycy

DATE April 22, 1970

TO: 3. Emasch,

CC: A. Halwer,

J. R. Secger,

SUBJECT:

Finalizing Coke Plant Property Acquisition.

RFFER TO:

Memo from J. R. Seeger, dated 4/21/70. Memo of April 2, on the same subject.

I would suggest that Mr. Jacobs of the Coke Plant be contacted in order to determine the exact status of the items referred to in the memo of April 2, 1970.

To my knowledge, only one phase has been actually completed, (item #5 on the attached memo of April 2, 1970).

Aldridge Electric were contracted to complete the relocation of the substation and install the new primary electrical system.

There is a small section of fence yet to be installed as well as a gate to be installed.

Since the contract states that General Motors Corp. is responsible for the completion of all items, we are somewhat at a disadvantage in so far as providing a completion schedule.

You may wish to call Mr. Jacobs to arrange a meeting in the hope of finalizing this project. I would be glad to follow up or contact Mr. Jacobs for you.

R. M. Atkin,

Plant Engineer

RMA/bs

Cilido Illouno Electros

100 - 100 Mille 0, 1970

To: A. Hawren,

GG: P. Allingson,

J. Habenicht,

SUBJECT:

Lawisians to proceedy north of building #1 that was recently acquired from General Hotors Corp.

In reviewing the contract, it is my understanding that the following items are the responsibility of General Motors Corp.

- 1. A section of the overhead 12 inch steam line and trestle.
- 2. A section of the railroad tracks and gantry rail.
- 3. Relocate railroad bumpers
- 4. Relocate an estimated 1000 lineal feet of security fencing.
- o 5. New railroad rate and an estimated 150 lineal feet of new security fencing.
 - 6. New boilerblow-down tanks and piping. To replace lagoon.
 - 7. Relocate and install bank of three transformers.
 - 8. New underground primary electrical system.

Carl Ruesch will recommend on the procedure to follow up on completion of these items with General Motors.

R. M. Atkin,

Plant Engineer

RUTA/bs

 $\frac{32MA}{66}$ $\frac{18+}{66}$

G124 48

OFFICE MEMO

RECEIVED

APR 21 1970

C. RUESCH

BULLO DAND MARINE

DATE

April 21, 1970

TO:

Mr. C. Ruesch j

SUBJECT:

cc: Mr. W. C. Conover

On February 13 I wrote Mr. Bake of General Motors estimating that we might close the transaction for purchasing Coke Plant property on March 31 or shortly thereafter.

Can you give me some idea of the progress we are making towards a closing. I anticipate that Mr. Bake will soon phone me, inasmuch as the March 31 date has passed.

J. R. Seeger

is

CORL.

Following yer to be completed by Coke Plant.

une 12, 1970

C. Buesch,

Motors Coke 71

DATE July 15, 1970

TO:

C. Ruesch,

CC:

A. Halweg,

J. Seeger,

SUBJECT:

Coke Plant Property.

Jack Seeger returned from vacation on Monday. He returned my call regarding the letter of the relocation of the sanitary sewer.

He advised me that the finalization of the purchase of the property is now being conducted in Detroit, and since we were not going to grade the property in the immediate future, Jack suggested we do nothing to interfere with the closing.

In addition, minor repairs to the dock along the harbor [replacing rotten boards, filling in holes, etc.] will be done by Johnson Motors. However, if the sea wall itself requires repairs because of or due to their boats being moored to it, then it will be necessary to discuss the matter with the Coke Plant Management.

Jack believes, and I agree, that any arrangements necessary or beneficial to either Johnson Motors and/or the Coke Plant, can be mutually agreed upon between Mr. Jacobsen and yourself — once we have the deed.

1 - Chinn

RA: bs

₹johnson outBoAROS

office memo

DATE

July 29, 1974

CC: R. Stenberg

TO:

L. Marubio

SUBJECT:

TRANSPORTING OF SAND FROM COKE PLANT PROPERTY BY WAUKEGAN EXCAVATING

Refer to: Attached data sheet indicating cubic yards of sand removed from Coke Plant property

In my explanation to you regarding the removal of the sand now piled on the west boundary of the Coke Plant property, Waukegan Excavating will leave a trip ticket at our trailer office prior to leaving our property with a trailer load of sand.

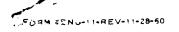
The information on the attached form is to be filled in by us. Waukegan Excavating will return a copy of the trip ticket indicating the weight of sand removed per load. Naturally, the number of trailer loads removed must equal the number of trip tickets returned by Waukegan Excavating.

Prior to today's date, Waukegan Excavating removed numerous trailer loads of sand (on July 15th & 16th). They will submit this total, which we will add to the accumulative total (an estimate of this total is approximately 4,000 cubic yards).

Each Friday, please forward a completed copy of the attached report to the writer.

R. M. Atkin

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REQUEST FOR APPROPRIATION

(See Instructions For Issuance and Handling)

oc charge			B-976	8		Appropriation No.	5514
		(Acct.	. or Orde	r No.)		Date	March 21, 1969
			DESCR	IPTION			AMOUNT
	LA	ND ACQU	ISITION	AND LO	ADING DO	OCK - PLANT # 1	
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Capital	# 1 of 3		6.5				
Capital	# 1 of 3		e of Exp	enditures Feb.	Mar.	Is this expenditure included in the current cash or expense	
Sheet #	f l of i	Schedule Dec.	Jan.	Feb.	Mar.	•	
Sheet #	fl of 1	Schedule	· ·	1		in the current cash or expense budget? Yes No	\$ 801,703,00
Sheet #	Monthly Nov. May Manager	Schedule Dec. June ment Com	Jan. July	Feb. Aug.	Mar. Sept.	in the current cash or expense budget? Yes No Total Amount	\$ 801,703.00
Sheet #	Honthly Nov. May Manager	Schedule Dec. June ment Com	Jan. July amittee	Feb. Aug.	Mar. Sept.	in the current cash or expense budget? Yes No Total Amount Signed Department He	ead A. H. Halweg
Sheet #	Honthly Nov. May Manager	Schedule Dec. June ment Com	Jan. July amittee	Feb. Aug.	Mar. Sept.	in the current cash or expense budget? Yes No Total Amount	ead A. H. Halweg

. DRM #5NO 11+REV-11-28-60

REQUEST FOR APPROPRIATION

(See Instructions For Issuance and Handling)

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REQUEST FOR APPROPRIATION

(See Instructions For Issuance and Handling)

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1 4.	Sched	ule "A	" - Item	145 -	Boiler	blowdow	n and lagoon\$	2,500.	∞ 4	,
√15.	Sched	ule "A	" - Item	146 -	Relocat	e trans	formers\$	4,000.	∞ 4	
√16.	Sched	ule "A	" - Item		electri	cal ser	tall new vice for naw\$	36,000.	00	
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JOHNSON MOTORS DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS

May 14, 1971

Mr. C. Buesch

REMOVAL AND LEVELING OF GENERAL MOTORS FACILITIES ON THE PROPERTY DIRECTLY MORTH OF PLANT #1.

This week, four (4) salvage companies inspected the subject property for the purpose of submitting quotations for the complete removal and leveling of all facilities and equipment associated with the Coke Plant except the small office building.

One quote was from Webb Enterprises for \$100,000. A verbal quote from Chicage Netals was en a net-te-exceed basis for \$200,000. However, they said it would probably be quite less than this and he would submit a fermal quote next Friday, May 21, 1971. The other two (2) companies did not call, but I expect to hear from them and as seen as I do, I will let you know.

R. Atkin Plant Engineer

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FILE May 18, 1971 Carl Ruesch

We have received three (3) quotations on the demolition of the General Motors' property. They range from \$70,000 to \$125,000.

Two other quotations are due this week. As soon as I hear from

FROM

Proposal WEBB ENTERPRISES, INC.

5681 N. LINCOLN AVE CHICAGO, ILL 60645 Proposal No. 52771

Sheet No.

Date lay 28, 1971

LAfayette 3-3130

Name Indianan Hadras Street Indianan Hadras Another Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Street Indianan Hadras Another Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Another Indianan Hadras Street Indianan Hadras Another Indianan Hadras Another Indianan Street Indianan Hadras Another Indianan Hadras Ano	Proposal Submitted To	Work To Be Performed At
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Per	Any alteration or deviation from above specifications involving become an extra charge over and above the estimate. All agree control. Owner to carry fire, tornado and other necessary ins	extra costs, will be executed only upon written orders, and will ments contingent upon strikes, accidents or delays beyond our urance upon above work. Workmen's Compensation and Public
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Accepted Signature Signature	Respectfully submitted	Jarold Lordon
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Accepted Signature Signature	Note — This proposal may be withdrawn by us if not accepted	within 30 days
DateSignature	The above prices, specifications and conditions are satisfactory	
DateSignature	Accepted	.Signature
OUGE: Signature	Data	C'an about
	UGIT	. Signature



Proposal WEBB ENTERPRISES, INC. 5681 N. LINCOLN AVE

CHICAGO, ILL 60645

Proposal No.52771

Sheet No.

Date law 28, 1971

LAfavette 3-3130

Proposal Submitted To	Work To Be Performed At						
rioposai Sediffited to	Work to be remormed Ar						
Name Johnson Motors	Street Cheverolet Colte Plant						
Street 100 Pershing Road	City Waukegan State Ill						
City Waukegan, Illinois 60085	Date of Plans May 12, 1971						
State Attn: Mr. R. Attrins Telephone Number 680 5361	Architect Mr. R. Atkins						
Telephone Number 00% 3 30±							
We hereby propose to furnish all the materials and perform al	· · · · · · · · · · · · · · · · · · ·						
Demolition and removal of							
	the lake. The plant was known						
	Cheverolet Division, Coke						
plant.	33 0 13 2 2 4 4 2 2						
We will demolish and remo							
buildings, except for the							
	tures, all of the concrete						
structures and any misc.							
All salvage and debris to	pacome probaticy of Mann						
with payments to be made as follows: Nonthly payments as well as a superior complete. Any alteration or deviation from above specifications involving become an extra charge over and above the estimate. All agrees	extra costs, will be executed only upon written orders, and will ments contingent upon strikes, accidents or delays beyond our urance upon above work. Workmen's Compensation and Public						
Respectfully submitted Weth Interfringer, Inc. Per							
	OF PROPOSAL and are hereby accepted. You are authorized to do the work as						
Accepted	.Signature						
Date	Signature 0000364						

RECEIVED

CHICAGO METALS CORPORATION

JUN 9 197

C. RUESCH

-CWC-

330 NORTH CALIFORNIA AVENUE CHICAGO, ILLINOIS 60 612

312-826-1000

J. m. O roputy

June 8th,1971

Mr. Robert Atkins Johnson Motors Waukegan, Illinois 60085

Re: Chevrolet Plant Demolition

Dear Mr. Atkins:

We have undertaken a complete survey of the Chevrolet Coke plant in Waukegan, and have concluded that total demolition and removal of all scrap, rubbish and equipment requires that Johnson Motors pay Chicago Metals Corporation the sum of One hundred and seventy-five thousand dollars (\$175,000.00) and that all salvage is to remain our property.

We estimate that to complete the designated work, we will require approximately four (4) months time.

/This time estimate is based on our being able to begin no later than July 15th, 1971.

We will provide Johnson Motors with all of the needed insurance certificates upon your request.

Our general procedure for demolition of a job such as this will require us to dynamite the two (2) smoke stacks as well as the concrete bases and footings in the area of the Coke battery. We will wreck the brick buildings by crane, as well as all conveyors, steel structures and equipment.



CHICAGO METALS CORPORATION

that by Entry of



330 NORTH CALIFORNIA AVENUE CHICAGO, ILLINOIS 60 612

312-826-1000

Mr. Robert Atkins June 8th,1971 Page Two

The standard provision pertaining to bases and footings is that they be removed down to grade level.
Additionally only solid fill, i.e., brick bats and
concrete will be used to fill up areas which are
below grade in the demolition site, as well as certain low spots on the North side of the property.
All fill not required to fill these areas will be
taken off the site for dumping.

It is anticipated that our normal work week will be Monday through friday; however, circumstances may necessitate a certain amount of weekend work, especially during the removal of the stacks and concrete bases. It will be our procedure to notify Johnson Motors prior to our working on weekends.

A further requirement which will be the responsibility of Johnson Motors is to have all gas lines purged as well as all electrical power cut off at it's source prior to our beginning any work. This is a general safety procedure which appears in most demolition contracts.

The method of payment on the contract should be on a monthly basis, whereby we would bill Johnson Motors in four (4) equal installments of Forty three thousand seven hundred and fifty dollars (\$43,750.00) each, and that on each billing Johnson Motors would retain fifteen percent (15%) which would be payable to Chicago Metals Corporation upon completion of the job.

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CHICAGO METALS CORPORATION



330 NORTH CALIFORNIA AVENUE CHICAGO, ILLINOIS 60 612

312-826-1000

Mr. Robert Atkins June 8th,1971 Page Three

I have enclosed the specifications put out a few years ago by the North Shore Gas Company pertaining to a production facility they had in Waukegan. You will note many of the provisions contained in the "specs" which I have previously mentioned. Specifically they required that all foundations be removed to 12" below grade.

This is a matter of personal preference on the part of Johnson Motors, taking into consideration future use of the site.

Our bid has been formulated on the basis as outlined on Pages 1 and 2, If you materially change any provisions, we reserve the right to alter our quotation.

I hope the foregoing bid and information are satisfactory for your records. Please feel free to call upon us with any questions.

We appreciate the opportunity to be of service to Johnson Motors, and will endeavor to supply you with any needed information.

Very truly yours,

CHICAGO METALS CORPORATION

Michael Rosenberg

MR/e Encls:



FROM

Proposal WEBB ENTERPRISES, INC.

5681 N. LINCOLN AVE. CHICAGO, ILL. 60645

Proposal No. 52771

Sheet No.

Date law 28, 1971

LAfayette 3-3130

	Thiayelle 3-3130
Proposal Submitted To	Work To Be Performed At
Name Johnson Hotors	Street Cheverolet Colle Plant
Street 100 Porching Road	City Wantegan State III
	Date of Plans Hay 12, 1971
a de deserva de deserva de la deserva de la compansión de	Architect III. R. Atikins
くかい ごうくつ	Architect 111 . It . Non-1113
Telephone Number	
We hereby propose to furnish all the materials and perform	
	of the entire plant next
	on the lake. The plant was 'moun
· · · · · · · · · · · · · · · · · · ·	., Cheverolet Division, Colte
<u>Mlont.</u>	
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<u>buildings, orcept for t</u>	the office building, all of
the steel and brick str	ructures, all of the concrete
atime mice and any mise	c. nine and tanks.
	to become property of Webb
Which is a line.	
become an extra charge over and above the estimate. All a	ving extra costs, will be executed only upon written orders, and will agreements contingent upon strikes, accidents or delays beyond our insurance upon above work. Workmen's Compensation and Public
Liability Insurance on above work to be taken out by	ourgolves
Respectfully subm	arold Lower Too.
Note — This proposal may be withdrawn by us if not acce	pted within 30 days
	ICE OF PROPOSAL tory and are hereby accepted. You are authorized to do the work a
specified. Payment will be made as outlined above.	and the work of the work of the work of the work of
Accepted	Signature
Date	Signature
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OFFICE MEMO

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OCT 13 1971

DATE O

October 12, 1971

L. RUESCH

TO:

Mr. Carl Ruesch

SUBJECT:

CONFIDENTIAL

CC: W. C. Conover

I don't know who it was that was low bidder on the demolition of all the existing structures on the Chevrolet Saginaw property. To date we do not have a signed contract executed by both Chevrolet and Outboard Marine on the property so actually at this time it is not ours; however, this is in process.

Yesterday I had a call from a Mr. Phil Friedman of the Pioneer Equipment Co., 6660 Mt. Elliott Street, Detroit, Michigan 48211. Their telephone number is (313) 358-1461. The purpose of his call was that he understood that Outboard Marine had purchased the property and there were certain pieces of equipment in the building such as motors, tool room type of equipment, the crane along the dock, that he would be interested in buying. I explained to him I thought that the demolition bids included the removal of all such items and if this is the case we could put the company that does the demolition in touch with Mr. Friedman to discuss the prices and they could work it out together.

I pass this on to you for what it's worth.

JLR/mb

J. L. Raynia

Red Brotz

OFFICE MEMO

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DUTBUARD MARINE

RECEIVED

OCT 12 1971

DATE October 12, 1971

U. RUESCH

To:

TO:

Mr. Carl Ruesch

SUBJECT: CONFIDENTIAL

CC: W. C. Conover

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I pass this on to you for what it's worth.

JLR/mb

J. L. Rayniak

Recd 18/20/71

Lawrence Copy,

JUE EM. Cola Propula CONTRACT

THIS AGREEMENT, made this

day of

A.D. 1969, between GENERAL MOTORS CORPORATION, a Delaware Corporation, having its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as SELLER, and OUTBOARD MARINE CORPORATION, an Illinois Corporation, whose address is Waukegan, Illinois 60085, hereinafter referred to as PURCHASER.

WITNESSETH:

That the Seller agrees to sell and convey and Purchaser agrees to purchase that certain land situated in the City of Waukegan, County of Lake, State of Illinois, more particularly described as follows:

A tract of land in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows, to wit:

Commencing at the Southwest corner of said Northwest Quarter in Waukegan Township, Lake County, Illinois; Thence Northeasterly, making a Northeast angle of 89 degrees 29 minutes with the East and West Quarter line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West Quarter line of said Section 22; Thence East with and along the North line of said City Street, parallel to the East and West Center line

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of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along said Northwesterly line of Harbor Street and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle of 60 degrees 01 minute 15 seconds with the last described course extended East, 417.44 feet to a point; Thence East, parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a Southeasterly angle of 119 degrees 58 minutes 45 seconds with the last described course 113.87 feet, more or less, to the Westerly face of a steel seawall, said point being the place of beginning; Thence continuing East, parallel with and 543.06 feet from, measured at right angles, the said center line of Section 22, 1044.54 feet; Thence North, at right angles to the last described course, 100.0 feet; Thence West, at right angles to the last described course, 643.06 feet North of and parallel to the said center line of Section 22, 586.87 feet; Thence North, at right angles to the last described course, 50.0 feet; Thence West, at right angles to the last described course, 693.06 feet North of, measured at right angles, and parallel with the center line of Section 22, a distance of 428.81 feet, more or less, to the Westerly face of a steel seawall; Thence Southwesterly, along the Westerly face of the said steel seawall, 152.75 feet, more or less, to the place of beginning, containing 2.874 acres, more or less, all in the City of Waukegan, Lake County, Illinois,

on the following terms and conditions:

e Mary,

- 1. The price is EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$81,363.00), payable EIGHT THOUSAND DOLLARS (\$8,000.00) as down payment upon execution of this Contract and the balance of the purchase price in cash, lawful money of the United States, by certified or cashier's check to be paid upon delivery of deed and title as hereinafter provided.
- 2. Said premises are sold subject to, and the deed of conveyance may so provide:
 - (a) Matters which an accurate survey and personal inspection of the premises would disclose;
 - (b) Any special assessments which become a lien on the premises after date hereof;
 - (c) Rights of the United States of America, State of Illinois and City of Waukegan, the public and adjoining owners of land described above to have maintained in its present location the harbor and any piers contiguous thereto;
 - (d) Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said railroad company, as reserved in the Warranty Dead from said railroad company, to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, Page 610, as Document 295717;
 - (e) Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a Corporation of Illinois, to William Boehr dated March 14, 1927 and recorded March 16,

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1927 as Document 295717, Lake County Records. This Agreement sets forth obligations to maintain part of the channel lying within or adjoining the land described herein and that further upon demand of the Elgin, Joliet and Eastern Railway Company, the channel will be extended Northerly upon the Westerly side of the premises described herein, the same width as the present channel upon the Southerly portion of premises described, provided that the owner of land lying to the West shall extend his portion of the channel and keep and maintain said channels at a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points;

(f) Rights of North Shore Gas Company, a Corporation of Illinois, for purposes of maintaining existing gas transmission lines in, over and along a strip of land 10 feet in width lying 5 feet each side of the following described line; Commencing at point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, and running North 18.4 feet to a point; Thence North Easterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence North Easterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence North Easterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat hereto attached, as granted by Instrument dated June 28, 1947 and recorded June 9, 1948, as Document 645043, from Waukegan Coke Corporation, a Delaware Corporation;

- (g) Easement to lay, construct, operate, maintain and repair a sanitary sewer connecting with the sewerage system of the North Shore Sanitary District, in, over and along a strip of land 14 feet in width, being 7 feet on each side of the following described center line: Beginning at a point in the North property line of property owned by Waukegan Coke Corporation in the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, 166.6 feet East of the North West corner of said property; Thence South 1 degree and 4 minutes East 446 feet; Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the South West corner thereof, in favor of Outboard Marine and Manufacturing Company, a Corporation of Delaware, as granted by Instrument dated November 7, 1947 and recorded November 26, 1947, as Document 631830 and a supplemental indenture dated May 14, 1948 and recorded May 21, 1948, as Document 643457;
- (h) Rights of the public and adjoining owners to the land described herein to the use of slips and waterways adjoining and within the premises described herein;
- (i) Perpetual easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of land described herein, subject to the right of Grantor to change the location of the road on conditions as set forth in Grant of Easement made by North Shore Coke and Chemical Company, a Corporation of Delaware, to the City of Waukegan, a Municipal Corporation, by Instrument dated July 31, 1935 and recorded August 2, 1935 as Document 415382;

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(j) Reservation of an easement to General Motors Corporation providing for unrestricted use of dock facilities situated on and adjacent to the land described herein so that assistance may be provided to lake vessels during docking maneuvers;

Purchaser agrees to execute, upon closing and delivery of Deed as provided herein, an Easement to Seller in form prepared by Seller, or at the option of Seller to accept deed of conveyance with an easement reserved for use of dock facilities. It is agreed by the parties that Seller shall have a survey and legal description prepared of the area necessary for such easement reservation.

(k) Reservation by Seller of switching rights on section of Purchaser's lead railroad track;

Purchaser agrees upon closing to execute a Sidetrack Agreement or Easement to Seller for purposes of granting to Seller switching rights on Purchaser's section of lead railroad track, or at the option of Seller, Purchaser agrees to accept deed of conveyance of the land described herein with a reservation in said deed for such switching rights. It is agreed by the parties that Seller shall have a survey and legal description prepared of the area defining the land necessary for Seller's switching rights.

- (1) Zoning Ordinance of the City of Waukegan and applicable Building and Use Codes and Ordinances;
- (m) The rights of Seller and the City of Waukegan in and to a sanitary sewer line as more particularly set forth by Easement dated November 10, 1948, as recorded in Lake County Records in Book 905, Page 92.
- 3. General property taxes for 1969 shall be apportioned to date of delivery of Deed and possession based upon fiscal period January 1, 1969 to December 31, 1969. If the amount of 1969 taxes cannot be determined at time of closing, the last available full tax year amount will be used for apportionment purposes. Seller agrees to grant to Purchaser a credit for any unpaid 1968 taxes.
- 4. Purchaser represents that it has inspected said premises and knows the condition thereof and is purchasing said premises "as is".
- 5. Seller agrees at its expense to furnish Purchaser with a Commitment for an Owner's Policy of Title Insurance in the amount of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$81,363.00) issued by Chicago Title Insurance Company, Lake County Division, 15 South County Street, Waukegan, Illinois 60085, at a date concurrent with or subsequent to the date of

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this Contract and upon completion of the transaction to furnish the Owner's Policy of Title Insurance with standard exceptions pursuant to the terms of said Commitment.

- 6. All objections to title must be submitted in writing to the Seller at least ten (10) days before the date set for closing. If such objections are not so submitted, then title to said premises shall be deemed to be good and marketable and the Purchaser shall be deemed to have waived all objections, except such as a continuation search covering said ten (10) day period discloses.
- 7. Risk of loss or damage to the premises by fire or other casualty is assumed by the Seller until closing. It is expressly provided, however, that in the event of such loss or damage to the premises prior to closing, Seller shall have the option to repair and restore the premises or cancel this Contract, refund down payment paid hereunder to Purchaser and in such case the parties would be relieved of all obligations under this Contract.
- 8. If Seller is unable to deliver to Purchaser a
 Commitment for an Owner's Policy of Title Insurance in the
 amount of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS
 (\$81,363.00) showing title to the land described as being vested

in Seller, subject only to the title objections stated in Paragraph 2 hereof, this Contract shall become null and void and neither party shall have any claim against the other by reason of such nonfulfillment.

- 9. The Deed shall be prepared by Seller and shall be in proper form for recording and shall be a limited covenant deed whereby Grantor covenants against its own acts only with necessary state revenue stamps affixed and paid for by the Seller.
- possession delivered in accordance with the terms and provisions contained herein no later than six (6) calendar months from date of execution of this Contract by the last party executing the same through the offices of Chicago Title Insurance Company, Lake County Division, 15 South County Street, Waukegan, Illinois 60085, or at such other place as is mutually agreed upon by the parties.
- 11. Purchaser represents that no real estate broker was involved in this transaction.
- 12. Seller acknowledges that it has obtained a survey and legal description of the land described herein as prepared by Thacker Engineering Office, 226 Washington Street,

Call Hay

Waukegan, Illinois, said survey being dated October 9, 1968, as revised November 21, 1968. It is understood that the survey will be further revised to include easements and other matters as provided in this Contract. The cost of said survey and revisions of the survey shall be paid for at time of closing by Purchaser.

13. Seller agrees that upon execution of this Contract by both parties to take immediate action to install, relocate or replace, as the case may be, the following items, and to pursue such work to completion:

	ES	TIMATED COST
A section of the overhead 12 inch steam line and trestle	\$	3,000.00
A section of the railroad tracks and gantry rail		3,000.00
Relocate railroad bumpers		300.00
Relocate an estimated 1000 lineal feet of security fencing		3,000.00
New railroad gate and an estimated 150 lineal feet of new security fencing		1,000.00
New boilerblow-down tanks and piping. To replace lagoon		2,500.00
Relocate and install bank of three transformers		4,000.00

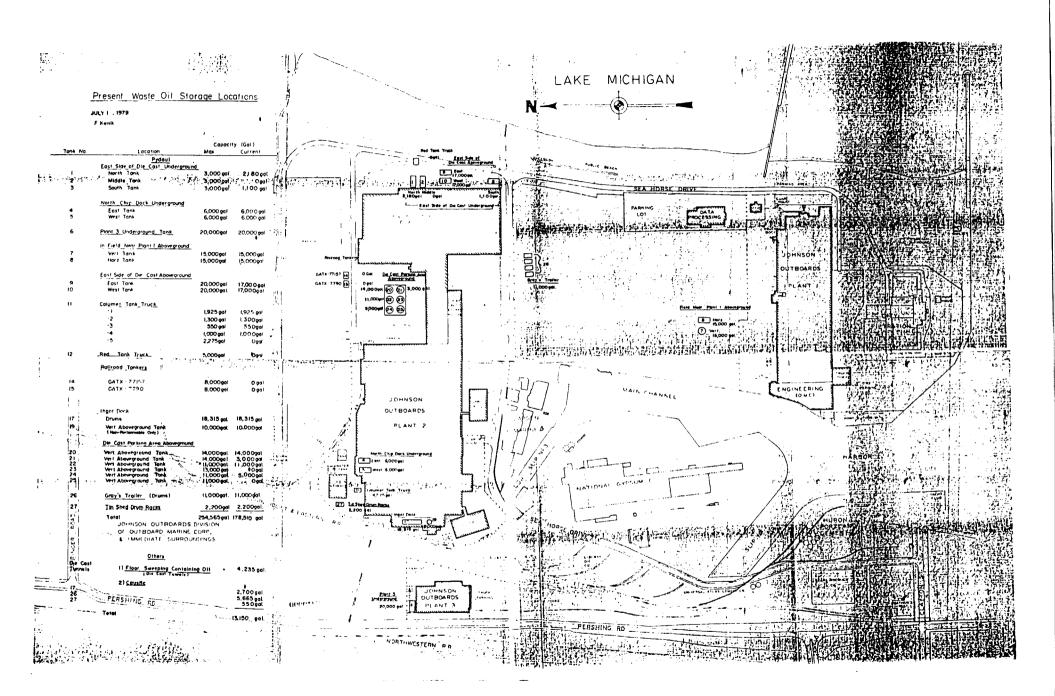
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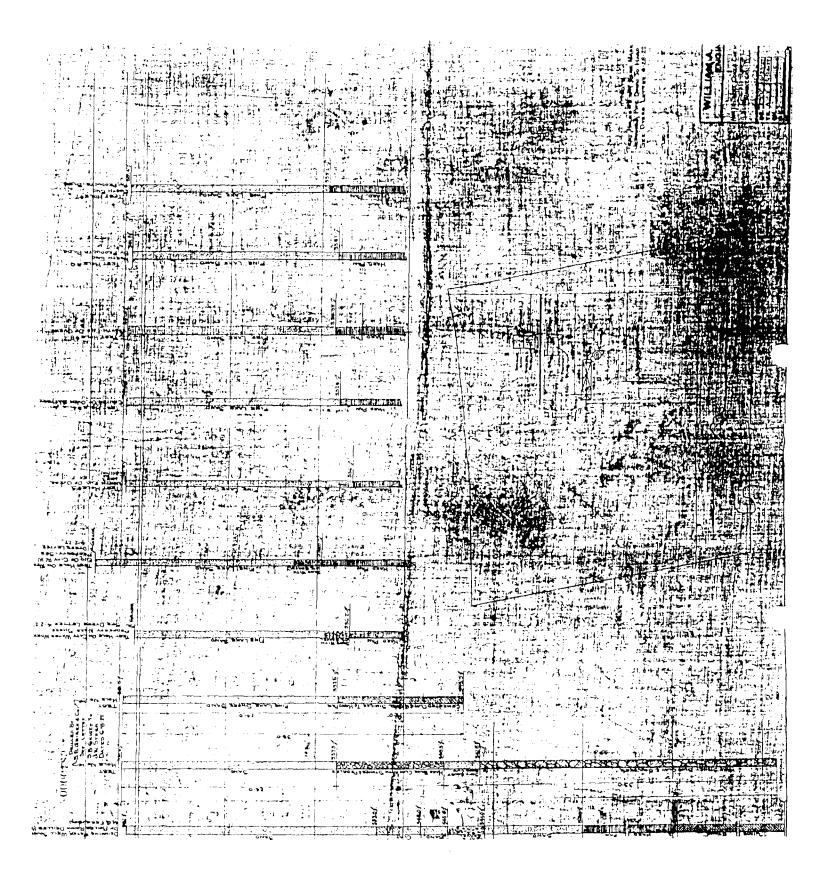
New underground primary electrical system	\$ 36,000.00
 New-24_inch-water-intake	
line-	100,000.00
TOTAL	\$152,800.00
Administration, supervision and processing (15%)	22,920.00
TOTAL	\$175,720.00

The time for closing this transaction as provided for in Clause 10 shall be automatically extended if the above items are not completed within the stated time in Clause 10 since it is contemplated by the parties that the above work shall be completed prior to closing and delivery of deed. Provided further, however, that with the prior agreement of Purchaser, the closing of this transaction may take place prior to completion of the above items, but when the total actual cost has been determined. In any event, upon closing and delivery of deed, Purchaser shall pay to Seller the actual cost incurred for the above items plus 15% of the total cost for administration, supervision and processing. It is expressly understood that the above estimates of cost are estimates only and Purchaser shall be obligated to pay actual cost for the above items based upon statements of cost in the form of itemized and paid invoices to be submitted to Purchaser by Seller when the work is completed.

14. All documents to be delivered and all notices to
be given by either party shall be in writing and given by
personal delivery or sent by registered mail addressed to the
Purchaser as follows: OUTBOARD MARINE CORPORATION,
Waukegan, Illinois 60085;
and to the Seller as follows: GENERAL MOTORS CORPORATION,
Attention: Executive in Charge of Real Estate, Argonaut Realty
Division, 485 West Milwaukee Avenue, Detroit, Michigan 48202.
15. This Contract constitutes the entire agreement
between the parties. It cannot be changed except by a written
instrument signed by the party consenting to such modification.
16. The stipulations herein bind the successors and
assigns of Seller and the successors and assigns of Purchaser.
IN WITNESS WHEREOF, SELLER has signed and sealed this
instrument this day of , A.D. 1969, and
PURCHASER has signed and sealed this instrument this
day of , A.D. 1969.
In the presence of: GENERAL MOTORS CORPORATION (L. &,
BYVice President
ATTEST Assistant Secretary
In the presence of: OUTEDARD MARINE CORPORATION
ATTEST
-12- 000001 5

-12-





GARDNER. CARTON & DOUGLAS 321 N. CLARK STREET, SUITE 3400

CHICAGO, ILLINOIS 60610 (312) 644-3000

Nancy Justus 111 West Jackson Blvd. 7th Floor Chicago, IL 60604

Cindy Holan 545-11 U.S. EPA-REGION V INTEROFFICE ROUTING

10 CODE LOCATION

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DEFICE OF PUBLIC AFFAIRS
REGION Y LIBRARY
OFFICE OF GREAT LAKES MAYIONAL PROGRAMS
OFFICE OF REGIONAL COUNSEL
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PLANNING B BUDGETING BRANCH
ENVIRONMENTAL REVIEW BRANCH
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GRANTS HANAGEMENT SECTION
PANAGEMENT SERVICES BRANCH
CONTRACTS B PROCUREMENT SECTION 310 1300-18 SHE 1300-14 SH JCK-14 SHE G दप्तर IU6-4 OFFICE SERVICES UNIT-WAREHOUSE STAFF
GRAPHIC ARTS STAFF
THEORYATION WARAGEMENT BROKEN 3430 10X-11 SHSC KK PERSONNEL BRANCH **ISH** 13CX - 16 JUCK-SE THIN & MADIATION DIVISION JCA-26 AIR & RADIATION BRANCH JCA-26 AIR COMPLIANCE BRANCH AIR & RADIATION BRANCH 535 SAC WATER DIVISION OFFICE OF GROUND WAYER
MATER QUALITY BRANCH
CONFLIANCE SECTION TUB-9 1340 34 108-B CONF. LANCE SECTION
PERMIT SECTION
PLANNING B STANDARDS SECTION
ADJUSTIC RESOURCES UNIT
MUNICIPAL FACILITIES BRANCH
TO THE PROPERTY OF THE PRO TUB-B 108-B 51C: TUB-8 ENVIRONMENTAL PLANNING SECTION
STATE PROGRAM MANAGEMENT SECTION TUB-8 TECHNICAL SUPPORT SECTION SAFE DRINKING WATER BRANCH TUE-9 SIFT 510 TUB-9 THUSTE HOWAGENERY DIVISION SRS JCK-13 OFFICE OF SUPERFUND SHSG1 MICHIGAN EMERGENCY RESPONSE BRANCH-RESP. SECT. 1 SHH JCA-13 OFFICE OF RCRA TENVIRONMENTAL SCIENCES DIVISION 153CAL 1536-10 CENTRAL REGIONAL LABORATORY 55ED0 0H10 55CD0 536-9 55M0k 536-10 55PT 536-7 EASTERN DISTRICT OFFICE
CENTRAL DISTRICT OFFICE
MONITORING & QUALITY ASSURANCE BRANCH
PESTICIDES & TOXIC SUBSTANCES BRANCH _ I_ ISCCI JULE-4 JOFFICE OF CHIMINAL INVESTIGATIONS SOIGN 110 M-4 OFFICE OF INSPECTOR GENERAL/AUGITS

SOIGN 110 M-4 OFFICE OF INSPECTOR GENERAL/AUGITS

SOIGN 110 M-4 OFFICE OF INSPECTOR GENERAL/AUGITS

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REMARKS:

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